

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, SEPTEMBER 10, 2019
PLACE: DISTRICT EDUCATION CENTER
BOARD ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA
TIME: 6:30 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services:

3.2 Educational Services:
3.2.1 Expulsion: #19-20/#01, 19-20/#03, 19-20/#04.
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

3.3 Human Resources:
3.3.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-333, Pursuant to Article XXIII
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.2 Release Probationary Classified Employees #UCL-334 Food Service Worker
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.4 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |
| 6. | Closed Session Issues:
6a Report Out of Action Taken on Expulsion: #19-20/#01, 19-20/#03, 19-20/#04,
Action: Vote: Yes__ ; No__ ; Absent__ ; Abstain__. | |

- 6b** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-333, Pursuant to Article XXIII
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ____.
- 6c** Report Out of Action Taken on Release Probationary Classified Employees #UCL-334 Food Service Worker
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ____.
- 7. Approve Regular Minutes of August 27, 2019.** **1-4**
Action: Motion ___; Second ___; **Vote:** Yes ___; No ___; Absent ___; Abstain ____.
- 8. Student Representative Reports: WHS FFA:** George Alcala, Rylee Towle, Veronica Martinez-Mota, Caleb Calderon, Catherine Petersen, Jocelyn Estrada, Jenna Ethridge, Gloria Martinez-Mota; **THS FFA:** Seraphina Souza, Kayla Rocha
- 9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Jacobson School Presentation
9.2 PLC Presentation by Principal, Dr. Michael Bunch, George Kelly School
- 10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
10.1 Educational Services:
10.1.1 Receive Report on the 2019 Summer Bridge Program **5**
- 11. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
- 12. PUBLIC HEARING:**
12.1 Human Resources:
12.1.1 Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) **6**
- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___; **Vote:** Yes___; No___; Absent ___; Abstain___.
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
13.1 Administrative & Business Services:
13.1.1 Approve Accounts Payable Warrants (May, June, and July 2019) **7**
(Separate Cover Item)
13.1.2 Ratify Measure B Related Expenditures and Notice of Completions **8-9**
Which Meet the Criteria for Placement on the Consent Agenda
13.1.3 Ratify Routine Agreements, Expenditures and Notice of Completions **10-11**
Which Meet the Criteria for Placement on the Consent Agenda

- 13.1.4 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District **12-13**
- 13.1.5 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year **14-15**
- 13.1.6 Approve Payroll Reports (May, June, and July 2019) **16-28**
- 13.1.7 Approve Revolving Cash Fund Reports (May, June, and July 2019) **29-32**

13.2 Educational Services:

- 13.2.1 Approve Agreement for Special Contract Services between TUSD and World of Wonders on Wheels (W.O.W.) to Provide Four Days of STEM In-House Field Study Trips to Bohn Students on Site in Tracy, CA, on November 12, 2019; November 19, 2019; December 3, 2019; and December 13, 2019 **33-36**
- 13.2.2 Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Residence Program at McKinley Elementary School for the 2019-2020 School Year **37-39**
- 13.2.3 Ratify Agreement for Special Contract Services between TUSD and Houghton Mifflin Harcourt Publishing Company to Provide the Read 180 Program at Monte Vista Middle School for the 2019-2020 School Year **40-43**
- 13.2.4 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Provide Support for Computer Science Planning and Instruction **44-50**
- 13.2.5 Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide two Additional Mental Health Service days/per week to Villalovoz Elementary School for the 2019/20 school year **51-55**

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **56-57**
- 13.3.2 Approve Classified, Certificated, and/or Management Employment **58-60**
- 13.3.3 Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2020-2021 School Year and submit it for Negotiations **61-63**

14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

- 14.1.1 Adopt Resolution #19-05, Recertifying the Appropriation "Gann" Limits for the 2018/19 School Year for Tracy Joint Unified School District (Separate Cover Item) **64-65**
- Action:** Motion__ : Second__ . **Vote:** Yes __ : No __ : Absent__ : Abstain__
- 14.1.2 Approve the Unaudited Statement of Receipts and Expenditures for the 2018-2019 Fiscal Year (Separate Cover Item) **66**
- Action:** Motion__ : Second__ . **Vote:** Yes __ : No __ : Absent__ : Abstain__

14.1.3 Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading) **67-69**

Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.1.4 Approve Resolution No. 19-06 A Resolution of the Board of Education of Tracy Unified School District Authorizing the Issuance and Sale of 2014 Election, Series 2019, General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$23,000,000, and Approving and Authorizing All Related Documents and Actions (Separate Cover Item) **70-78**

Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.2 Educational Services: None

14.3 Human Resources:

14.3.1 Approve Resolution No. 19-04 Authorizing Teachers to Teach Outside Their Credential Authorization **79-81**

Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.3.2 Approve Declaration for a Provisional Internship Permit **82-83**

Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.3.3 Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the following positions: Bus Driver Custodian, Driver Dispatcher, Utility Person III, Bus Driver Custodian Groundskeeper, Bus Driver, Irrigation Specialist Bus Driver Custodian **84-102**

Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

17.1 September 24, 2019

17.2 October 8, 2019

17.3 October 22, 2019

18. Upcoming Events:

18.1 October 21, 2019: No School, Parent/Teacher Conferences

18.2 November 11, 2019: No School: Veterans Day

18.3 November 25-29, 2019: No School: Thanksgiving Week Break

18.4 December 23, 2019 - January 3, 2020: No School: Winter Break

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 27, 2019**

- 6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza (Absent from closed session, present in open session)
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Application for Reinstatement – AR#19-20/#7
Action: **Vote:** Yes-6; No-0; Absent-1(Souza)
6b Report Out of Action Taken on PE Exemptions: North #10334071
Action: **Vote:** Yes-6; No-0; Absent-1(Souza)
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 331, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Souza)
6d Report Out of Action Release Probationary Classified Employees #UCL-332 Para Educator I Special Education
Action: Released. **Vote:** Yes-6; No-0; Absent-1(Souza)
- Minutes:** **Approve Regular Minutes of August 13, 2019**
Action: As amended. Pekari, Souza.
Vote: Yes-6; No-0; Absent-0; Abstain-1(Abercrombie)
- Employees Present:** V. Aceves, K. Patchen, K. Rieman, J. Nott, K. Felisberto, R. Riddle
- Press:** None.
- Visitors Present:** G. Coronado, S. Alejandre, B. Mendez, A. Villela, G. Uribe, E. Quiroz, C. Bennett, L. Valadez
- Student Rep Reports:** **Kimball High:** Gabriel Coronado reported that 2019 was a fun summer and then school started with Freshmen orientation and schedule pickup. There is a new school program that uses IDs to track spirit. Students get point for dressing up and attending events. It is a way to get more students involved. The class with the most points gets a banner. They held the annual senior sunrise on the first Friday of school. They had a photo booth, relay races and tons of foods. The Back to School Night was August 14 and parents came to visit and they had the student

store open and food sales. This past week was club rush week. All club booths were ready for students to sign up. Spirit week kicked off the first home football game of the year. Students went all out for the first game and had a great kick off rally. They lost but did a great job. Theater began production for *To Kill a Mockingbird* which will have performances on October 25-26 and November 1-2.

Tracy High: Sophia Alejandre reported that this is only 4th week of school and they are in full swing with school year activities that started over the summer. Student athletes worked with Matt Overton. Leadership had training on July 23-24 where they brainstormed ideas for the school year. July 30th was the Freshmen orientation. Link crew showed Freshmen around campus. Parents attended Back to School Night which was held on August 21st. They met with teachers and bought Tracy High apparel. Students attended the first football game was against Kimball High and the first senior sunrise and tailgate. There was BBQ, games and t-shirt competition. On September 13th will be the first home game and rally and dance. The theme is extreme green and gold. This week is club rush week. Students can sign up for clubs during lunch. The week of Sept. 16-20th students will raise awareness of childhood cancer. They are looking forward to another great school year.

West High: Briana Mendez and Alexis Villela reported that they had a great summer. The Freshmen orientation introduced them to the school and new friends. They held the annual first day red carpet welcome. On August 16th they held the senior sunrise. It was a perfect way to celebrate the beginning with the end. Last Wednesday parents met teachers at back to school night. Project Smile hosted a lunchtime picnic. They kicked off Friday night lights in Atwater and took home a win in spirit. Rush week showcased their diverse clubs. They will be hosting the first home game starting with a tailgate this Friday. Students Izaiah Quiruz and Gianna Uribe spoke about leadership. Students created a wall of many colors and diversity and hope to make everyone feel at home. Students love the wall. One student who felt out of place, enjoyed reading positive thoughts on the wall.

Recognition & Presentations:

Bohn Elementary School Presentation

Principal, Kelly Patchen, of Bohn Elementary showed a power point along with a 5th grade student and a former student who is now in 6th grade. All students learn with effective instruction, student and teacher relationships, and family and community engagement. At Bohn, the PLCs focus on learning, building a collaboration, culture and results. There is school wide academic support. The Pre-K to 12 STEM grant created a STEM lab for Bohn. They have STEM professional development. They also partner with Wonder Museum. It is more cost effective to bring them to us instead of a field trip. Student leadership is made up of 5th grade leaders and participate in assemblies and spirit activities. Peacemakers are trained to be out on the playground to help solve issues peacefully. The students then spoke about their experience as a character crew member and peacemaker. They thought that it was a great experience and enjoyed working and helping other students.

Information & Discussion Items:	10.1	Administrative & Business Services: None.
Hearing of Delegations	11.	None.
Public Hearing:	12.1	Administrative & Business Services: None.
Consent Items:	13.	Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified. Action: Souza, Kaur. Vote: Yes-7; No-0.
	13.1	Administrative & Business Services:
	13.1.1	Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.2	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.3	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
	13.1.4	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year
	13.1.5	Approve Entertainment, Assembly, Service, Business and Food Vendors
	13.2	Educational Services:
	13.2.1	Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt to Provide a 1 day Training on October 7, 2019 on the Newly Adopted World History Instructional Materials for Tenth Grade History-Social Science Teachers
	13.2.2	Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in St. Louis, Missouri on December 6-11, 2019
	13.3	Human Resources:
	13.3.1	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
	13.3.2	Approve Classified, Certificated and/or Management Employment
Action Items:	14.1	Administrative & Business Services: None.
	14.2	Educational Services: None.
	14.3	Human Resources:
	14.3.1	Acknowledge Administrative Regulations 4127 and 4227 to Be Compliant with Legislation Requirements (Second Reading)
	Action:	As Final. Silcox, Alexander. Vote: Yes-7; No-0.
	14.3.2	Approve Intern Agreement With CalState TEACH

- Action:** Pekari, Souza. **Vote:** Yes-7; No-0.
- 14.3.3** Approve Declaration for a Provisional Internship Permit
- Action:** Costa, Pekari. **Vote:** Yes-7; No-0.
- 14.3.4** Approve Revised Job Description for Coordinator of Prevention Services
- Action:** Souza, Silcox. **Vote:** Yes-7; No-0.
- 14.3.5** Approve Student Teaching Agreement With CalState TEACH
- Action:** Silcox, Alexander. **Vote:** Yes-7; No-0.
- 14.3.6** Approve Variable Term Waiver for Special Education Teacher – Added Authorization in Special Education (AASE); Autism Spectrum
- Action:** Costa, Souza. **Vote:** Yes-7; No-0.
- 14.3.7** Acknowledge Receipt of Tracy Educators Association’s (TEA) Sunshine Proposal for the 2020-2021 School Year
- Action:** Kaur, Souza. **Vote:** Yes-7; No-0. ____
- 14.3.8** Receive the District’s Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2020-2021 School Year and Submit it for Negotiations, Pending Public Input
- Action:** Pekari, Costa. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Silcox passed. Trustee Souza disappointed to hear about what happened at Kimball High. She is glad they are addressing the issue to make sure this does not happen again. Trustee Kaur commented on the tragic event of a Sikh man being stabbed to death. There will be a vigil tomorrow at the Gretchen Talley Park at 7:00 pm. Trustee Alexander thanked everyone for coming out tonight. Trustee Costa passed. Trustee Pekari attended the welcome back celebration last Monday. It was a great opportunity to recognize our tenured educators. At the end of September there will be a cultural festival through the city and chamber. It will be held at Lincoln Park on September 28 at 10:00 a.m. Trustee Abercrombie is excited to start a new year.

Superintendent Report:

Dr. Stephens thanked Jeremy Silcox and Brian Pekari for attending the welcome back. It was probably the quickest one we ever had. He has started making classroom visits at various school sites. He invited the board to come with him. If any board member would like to join him, they are to contact Bobbie for a date and time. He also recognized Dr. Rob Pecot, for being named the new Associate Superintendent of Business Services. Dr. Goodall announced his retirement and has 17 more board meetings left.

Adjourn: 7: 32pm

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 19, 2019
SUBJECT: Receive Report on the 2019 Summer Bridge Program

BACKGROUND: In the summer of 2017, the Tracy Unified School District (TUSD) launched a Summer Bridge Program for At-Risk, incoming 9th grade students at Kimball, Tracy, and West High School. This Program implementation was designed to provide a positive transition to High School in efforts to ensure 9th grade success. 9th Grade Success is an identified District Academic Priority in our partnership work with Smarter School Spending to reduce the 9th grade failure rate for At-Risk students. Summer Bridge Program was identified as a best practice action to be followed with support services through 9th grade, in which Summer Bridge participants will receive: biweekly academic tutorials, social emotional support services, and frequent monitoring support from counselors. In June of 2019, a new group of incoming 9th graders were enrolled into the third High School Summer Bridge Program.

RATIONALE: Summer Bridge Program is designed to support a positive transition to High School for At Risk Students. The program is designed around three best practice research components: High School Culture, High School Study Skills, and Fun Project Based Learning. Program activities include team building with peers, teachers, counselors, and site administrators, visiting UC Santa Cruz, high school campus tours, and free breakfast, lunch, and transportation. This year's summer session took place June 3 through June 14, 2019 from 8:00 a.m. to 1:00 p.m. 37 students were enrolled at Kimball High; 60 students were enrolled at Tracy High; and 100 students were enrolled at West High, for a total of 197 students. This Agenda request aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The 2019 High School Summer Bridge Program was funded utilizing budgeted District LCAP Funds. Ongoing support for students will be funded through the individual High Schools' budgeted site and categorical funds.

RECOMMENDATION: Receive Report on the 2019 Summer Bridge Program.

Prepared by: Julianna Stocking, Director of Continuous Improvement, State and Federal Programs.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 28, 2019
SUBJECT: Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD)

BACKGROUND: The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) expires June 30, 2020. TEA has submitted their Sunshine Proposal for a Successor Agreement for the 2020-2021 school year at the regularly scheduled board meeting on August 27, 2019. The District has also presented their initial bargaining proposal at the board meeting on August 27, 2019.

RATIONALE: This agenda item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

This aligns with Strategic Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: N/A

RECOMMENDATION: Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD).

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: August 27, 2019
SUBJECT: **Approve Accounts Payable Warrants (May, June, and July 2019)**

BACKGROUND: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (May, June, and July 2019).

Prepared by: S. Reed Call, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 29, 2019
SUBJECT: Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
September 10, 2019
SUMMARY OF SERVICES**

A. Vendor:	North Tower Environmental.
Site:	Central Elementary School Renovation
Item:	Purchase Order Increase - Ratify
Services:	Additional hazardous material and abatement oversight needed during the demolition of the old buildings; including lab analysis and final reporting with regard to asbestos and lead.
Cost:	\$18,434.50
Project Funding:	Measure B Bond Fund, State School Facilities Program



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 28, 2019
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

BACKGROUND: To be valid or to constitute an enforceable obligation for or against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, the value of the fee, dedication, services or other requirements being offered to or by the District and the advance notice staff has in procuring the services or materials; or the timing required to negotiate the agreement on behalf of the District. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
September 10, 2019
SUMMARY OF SERVICES**

A. Vendor:	Cal Coating Asphalt, Inc.
Site:	District-wide
Item:	Notice of Completion
Services:	Contractor removed and replaced degraded asphalt at various school sites; included new asphalt paving, seal coating and striping and crack patched and surface grinding the tennis courts at Kimball High School.
Cost:	\$103,192.00 Change Orders: \$4,362.00 Final Contract: \$107,554.00
Project Funding:	Unrestricted General Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 27, 2019
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

Bohn Elementary School:

1. Tracy Unified School District/Bohn Elementary School: From Tracy Firefighters Charity Local 3355 Inc. for the amount of \$500.00 (ck. #1250). This donation will be used to cover the registration fees for the Formative Loop math program for Bohn's second grade students.
2. Tracy Unified School District/Bohn Elementary School: From New York Life Foundation for the amount of \$500.00 (ck. #0019988329). This grant donation will support Bohn Elementary School's goal to become a grief sensitive school.

Poet Christian Elementary School:

1. Tracy Unified School District/Poet Elementary School: From AWT Construction Group, Inc., eight 46" round tables valued at a total of \$5,754.86. This donation will benefit the staff and students of Poet School.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Westlake Trust Account for the amount of \$14,548.79 (ck. #1103). This donation is a contribution to the Kenneth Westlake Memorial Scholarship for the 2019-2020 school year.

West High School:

1. Tracy Unified School District/West High School: From Sandhu Brothers Farms for the amount of \$4,000.00 (ck. #1588). This donation will benefit West High School's Journalism program and it will be used towards JEA National Convention expenses.

2. Tracy Unified School District/West High School: From Olin Corporation Charitable Trust for the amount of \$1,000.00 (ck. #31156065). This donation will benefit West High School's Space and Engineering Academy.
3. Tracy Unified School District/West High School: From Tracy Firefighters Charity Local 3355 Inc. for the amount of \$500.00 (ck. #1249). This donation will benefit West High School's child development program.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District.

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 10, 2019
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year.

Prepared by: Jill Carter, Director of School Business Support Services & Purchasing.



2019/2020 School-Connected Organization/ Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn PTO	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly PTO	<i>Recommended for Approval</i>	
Hirsch Parent Teacher Organization	<i>Approved</i>	<i>Current</i>
Homefield Advantage Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Recommended for Approval</i>	
Kimball High School PSTA	<i>Approved</i>	<i>Current</i>
Parents at Williams Staff Students (PAWSS)	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Recommended for Approval</i>	
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Boosters	<i>Recommended for Approval</i>	
Tracy Bulldog Band Booster Club	<i>Recommended for Approval</i>	
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Music Boosters	<i>Recommended for Approval</i>	
West High Science Boosters	<i>Approved</i>	<i>Current</i>

Revised 9/4/2019



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 27, 2019
SUBJECT: Approve Payroll Reports (May, June, and July 2019)

BACKGROUND: Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Report (May, June, and July 2019).

Prepared by: Reed Call, Director of Financial Services.

Pay Date 05/10/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	458,709.81	Teachers' Salaries
		1200	1,608.94	Cert Pupil Support Salaries
		1300	20,761.84	
		1900	9,015.01	Other Certificated Salaries
		2100	35,291.42	Instructional Aides' Salaries
		2200	150,777.76	Classified Support Salaries
		2400	18,852.46	Clerical & Office Salaries
		2900	5,108.46	Other Classified Salaries
		Total Labor	700,125.70	
Fund	01	SACS Object	Amount	
		3101	50,606.04	STRS On 1000 Salaries
		3201	1,097.82	PERS On 1000 Salaries
		3202	8,619.46	PERS On 2000 Salaries
		3301	9,516.38	
		3302	13,401.31	
		3501	245.09	State Unemploy On 1000 Salary
		3502	104.98	State Unemploy On 2000 Salary
		3601	9,276.83	Worker'S Comp Ins On 1000 Sal
		3602	3,975.45	Worker'S Comp Ins On 2000 Sal
		Total Contributions	96,843.36	
Fund	11	SACS Object	Amount	
		1100	12,722.74	Teachers' Salaries
		1200	1,608.94	Cert Pupil Support Salaries
		2100	352.99	Instructional Aides' Salaries
		2400	228.47	Clerical & Office Salaries
		Total Labor	14,913.14	
Fund	11	SACS Object	Amount	
		3101	1,498.60	STRS On 1000 Salaries
		3202	63.76	PERS On 2000 Salaries
		3301	201.92	
		3302	44.49	
		3501	7.15	State Unemploy On 1000 Salary
		3502	0.29	State Unemploy On 2000 Salary
		3601	271.26	Worker'S Comp Ins On 1000 Sal
		3602	11.00	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,098.47	
Fund	12	SACS Object	Amount	
		2100	5,140.15	Instructional Aides' Salaries
		2200	66.64	Classified Support Salaries
		Total Labor	5,206.79	
Fund	12	SACS Object	Amount	
		3102	13.68	STRS On 2000 Salaries
		3202	49.70	PERS On 2000 Salaries
		3302	212.87	
		3502	2.60	State Unemploy On 2000 Salary
		3602	98.54	Worker'S Comp Ins On 2000 Sal
		Total Contributions	377.39	

Fund 13	SACS Object	Amount	
	2200	23,778.36	Classified Support Salaries
	Total Labor	23,778.36	
Fund 13	SACS Object	Amount	
	3202	1,317.08	PERS On 2000 Salaries
	3302	1,240.67	
	3502	11.94	State Unemploy On 2000 Salary
	3602	450.08	Worker'S Comp Ins On 2000 Sal
	Total Contributions	3,019.77	

ESCAPE ONLINE

Pay Date 05/31/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,820,152.31	Teachers' Salaries
		1200	291,051.74	Cert Pupil Support Salaries
		1300	554,115.67	Cert Suprvrs' & Admins' Sal
		1900	105,188.34	Other Certificated Salaries
		2100	431,285.69	Instructional Aides' Salaries
		2200	757,524.47	Classified Support Salaries
		2300	186,344.20	Class Suprvrs' & Admins' Sal
		2400	437,266.13	Clerical & Office Salaries
		2900	43,193.67	Other Classified Salaries
		Total Labor	7,626,122.22	
Fund	01	SACS Object	Amount	
		3101	910,051.77	STRS On 1000 Salaries
		3102	4,359.77	STRS On 2000 Salaries
		3201	31,898.04	PERS On 1000 Salaries
		3202	318,946.83	PERS On 2000 Salaries
		3301	85,588.54	
		3302	132,146.11	
		3401	638,689.30	
		3402	263,387.07	
		3501	2,884.83	State Unemploy On 1000 Salary
		3502	925.56	State Unemploy On 2000 Salary
		3601	109,224.05	Worker'S Comp Ins On 1000 Sal
		3602	35,122.99	Worker'S Comp Ins On 2000 Sal
		3701	63,376.52	
		3702	34,998.59	
		Total Contributions	2,631,599.97	
Fund	11	SACS Object	Amount	
		1100	10,690.92	Teachers' Salaries
		1300	10,368.94	Cert Suprvrs' & Admins' Sal
		2100	4,672.82	Instructional Aides' Salaries
		2400	12,317.59	Clerical & Office Salaries
		Total Labor	38,050.27	
Fund	11	SACS Object	Amount	
		3101	3,428.54	STRS On 1000 Salaries
		3202	3,068.81	PERS On 2000 Salaries
		3301	276.84	
		3302	1,245.88	
		3401	1,513.14	
		3402	2,800.22	
		3501	10.52	State Unemploy On 1000 Salary
		3502	8.50	State Unemploy On 2000 Salary
		3601	398.62	Worker'S Comp Ins On 1000 Sal
		3602	321.60	Worker'S Comp Ins On 2000 Sal
		Total Contributions	13,072.67	
Fund	12	SACS Object	Amount	
		1300	816.55	Cert Suprvrs' & Admins' Sal
		2100	9,004.44	Instructional Aides' Salaries
		2400	3,694.82	Clerical & Office Salaries
		Total Labor	13,515.81	

Fund 12	SACS Object	Amount	
	3101	132.93	STRS On 1000 Salaries
	3102	392.10	STRS On 2000 Salaries
	3202	1,583.91	PERS On 2000 Salaries
	3301	10.93	
	3302	769.94	
	3401	78.44	
	3402	1,178.97	
	3501	0.41	State Unemploy On 1000 Salary
	3502	6.37	State Unemploy On 2000 Salary
	3601	15.46	Worker'S Comp Ins On 1000 Sal
	3602	240.38	Worker'S Comp Ins On 2000 Sal
	Total Contributions	4,409.84	

Fund 13	SACS Object	Amount	
	2200	126,347.59	Classified Support Salaries
	2300	35,035.02	Class Suprvrs' & Admins' Sal
	2400	16,548.62	Clerical & Office Salaries
	Total Labor	177,931.23	

Fund 13	SACS Object	Amount	
	3202	27,154.55	PERS On 2000 Salaries
	3302	12,382.93	
	3402	17,148.34	
	3502	89.05	State Unemploy On 2000 Salary
	3602	3,367.82	Worker'S Comp Ins On 2000 Sal
	Total Contributions	60,142.69	

ESCAPE ONLINE

Pay Date 06/10/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	496,043.18	Teachers' Salaries
		1200	960.73	Cert Pupil Support Salaries
		1300	200.00	
		1900	106,120.57	Other Certificated Salaries
		2100	165,854.48	Instructional Aides' Salaries
		2200	90,473.94	Classified Support Salaries
		2400	22,759.33	Clerical & Office Salaries
		2900	3,905.88	Other Classified Salaries
		Total Labor	886,318.11	
Fund	01	SACS Object	Amount	
		3101	73,433.80	STRS On 1000 Salaries
		3201	289.90	PERS On 1000 Salaries
		3202	7,083.98	PERS On 2000 Salaries
		3301	11,286.44	
		3302	15,018.38	
		3501	301.94	State Unemploy On 1000 Salary
		3502	141.56	State Unemploy On 2000 Salary
		3601	11,420.05	Worker'S Comp Ins On 1000 Sal
		3602	5,356.51	Worker'S Comp Ins On 2000 Sal
		Total Contributions	124,332.56	
Fund	11	SACS Object	Amount	
		1100	10,687.53	Teachers' Salaries
		1200	1,331.13	Cert Pupil Support Salaries
		2100	525.44	Instructional Aides' Salaries
		2400	994.61	Clerical & Office Salaries
		Total Labor	13,538.71	
Fund	11	SACS Object	Amount	
		3101	1,179.92	STRS On 1000 Salaries
		3202	131.28	PERS On 2000 Salaries
		3301	170.73	
		3302	116.29	
		3501	5.99	State Unemploy On 1000 Salary
		3502	0.76	State Unemploy On 2000 Salary
		3601	227.48	Worker'S Comp Ins On 1000 Sal
		3602	28.78	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,861.23	

Fund 12	SACS Object	Amount	
	2100	3,064.13	Instructional Aides' Salaries
	2200	143.81	Classified Support Salaries
	2900	29.50	Other Classified Salaries
	Total Labor	3,237.44	
Fund 12	SACS Object	Amount	
	3202	47.19	PERS On 2000 Salaries
	3302	139.81	
	3502	1.62	State Unemploy On 2000 Salary
	3602	61.28	Worker'S Comp Ins On 2000 Sal
	Total Contributions	249.90	
Fund 13	SACS Object	Amount	
	2200	18,284.96	Classified Support Salaries
	Total Labor	18,284.96	
Fund 13	SACS Object	Amount	
	3202	783.24	PERS On 2000 Salaries
	3302	903.06	
	3502	9.16	State Unemploy On 2000 Salary
	3602	346.10	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,041.56	

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Pay Date 06/28/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE & VENDOR WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,830,693.33	Teachers' Salaries
		1200	291,331.21	Cert Pupil Support Salaries
		1300	554,115.67	Cert Suprvrs' & Admins' Sal
		1900	105,016.20	Other Certificated Salaries
		2100	431,359.33	Instructional Aides' Salaries
		2200	764,987.23	Classified Support Salaries
		2300	184,144.20	Class Suprvrs' & Admins' Sal
		2400	438,236.33	Clerical & Office Salaries
		2900	42,567.72	Other Classified Salaries
		Total Labor	7,642,451.22	
Fund	01	SACS Object	Amount	
		3101	911,978.67	STRS On 1000 Salaries
		3102	4,359.77	STRS On 2000 Salaries
		3201	31,683.69	PERS On 1000 Salaries
		3202	320,788.50	PERS On 2000 Salaries
		3301	85,537.10	
		3302	132,715.90	
		3401	639,345.68	
		3402	265,770.19	
		3501	2,890.15	State Unemploy On 1000 Salary
		3502	929.54	State Unemploy On 2000 Salary
		3601	109,425.62	Worker'S Comp Ins On 1000 Sal
		3602	35,230.51	Worker'S Comp Ins On 2000 Sal
		3701	61,654.35	
		3702	33,265.46	
		Total Contributions	2,635,575.13	
Fund	11	SACS Object	Amount	
		1100	10,690.92	Teachers' Salaries
		1300	10,368.94	Cert Suprvrs' & Admins' Sal
		2100	4,958.58	Instructional Aides' Salaries
		2400	12,317.59	Clerical & Office Salaries
		Total Labor	38,336.03	
Fund	11	SACS Object	Amount	
		3101	3,428.54	STRS On 1000 Salaries
		3202	3,120.42	PERS On 2000 Salaries
		3301	276.84	
		3302	1,267.74	
		3401	1,513.13	
		3402	2,803.56	
		3501	10.52	State Unemploy On 1000 Salary
		3502	8.64	State Unemploy On 2000 Salary
		3601	398.62	Worker'S Comp Ins On 1000 Sal
		3602	327.01	Worker'S Comp Ins On 2000 Sal
		Total Contributions	13,155.02	

Fund 12	SACS Object	Amount	
	1300	816.55	Cert Suprvrs' & Admins' Sal
	2100	8,936.45	Instructional Aides' Salaries
	2400	3,694.82	Clerical & Office Salaries
	Total Labor	13,447.82	
Fund 12	SACS Object	Amount	
	3101	132.93	STRS On 1000 Salaries
	3102	392.10	STRS On 2000 Salaries
	3202	1,577.64	PERS On 2000 Salaries
	3301	10.93	
	3302	764.75	
	3401	78.44	
	3402	1,178.11	
	3501	0.41	State Unemploy On 1000 Salary
	3502	6.33	State Unemploy On 2000 Salary
	3601	15.46	Worker'S Comp Ins On 1000 Sal
	3602	239.09	Worker'S Comp Ins On 2000 Sal
	Total Contributions	4,396.19	
Fund 13	SACS Object	Amount	
	2200	125,749.44	Classified Support Salaries
	2300	35,035.02	Class Suprvrs' & Admins' Sal
	2400	16,494.45	Clerical & Office Salaries
	Total Labor	177,278.91	
Fund 13	SACS Object	Amount	
	3202	26,918.58	PERS On 2000 Salaries
	3302	12,362.11	
	3402	16,951.16	
	3502	88.68	State Unemploy On 2000 Salary
	3602	3,355.50	Worker'S Comp Ins On 2000 Sal
	Total Contributions	59,676.03	

ESCAPE ONLINE

Pay Date 07/10/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	487,969.54	Teachers' Salaries
		1200	6,945.90	Cert Pupil Support Salaries
		1300	18,000.00	
		1900	1,879.83	Other Certificated Salaries
		2100	73,118.66	Instructional Aides' Salaries
		2200	96,921.98	Classified Support Salaries
		2400	19,118.57	Clerical & Office Salaries
		2900	1,884.01	Other Classified Salaries
		Total Labor	705,838.49	
Fund	01	SACS Object	Amount	
		3101	75,209.95	STRS On 1000 Salaries
		3201	120.53	PERS On 1000 Salaries
		3202	14,106.97	PERS On 2000 Salaries
		3301	8,800.91	
		3302	13,024.82	
		3501	257.46	State Unemploy On 1000 Salary
		3502	95.65	State Unemploy On 2000 Salary
		3601	9,744.23	Worker'S Comp Ins On 1000 Sal
		3602	3,616.02	Worker'S Comp Ins On 2000 Sal
		Total Contributions	124,976.54	
Fund	11	SACS Object	Amount	
		1100	1,052.00	Teachers' Salaries
		1200	1,064.90	Cert Pupil Support Salaries
		2100	369.40	Instructional Aides' Salaries
		2400	2,277.16	Clerical & Office Salaries
		Total Labor	4,763.46	
Fund	11	SACS Object	Amount	
		3101	344.64	STRS On 1000 Salaries
		3202	112.57	PERS On 2000 Salaries
		3301	30.69	
		3302	202.47	
		3501	1.06	State Unemploy On 1000 Salary
		3502	1.32	State Unemploy On 2000 Salary
		3601	40.07	Worker'S Comp Ins On 1000 Sal
		3602	50.09	Worker'S Comp Ins On 2000 Sal
		Total Contributions	782.91	

Fund	12	SACS Object	Amount	
		2100	3,486.75	Instructional Aides' Salaries
		Total Labor	3,486.75	

Fund	12	SACS Object	Amount	
		3102	36.48	STRS On 2000 Salaries
		3202	106.30	PERS On 2000 Salaries
		3302	194.37	
		3502	1.73	State Unemploy On 2000 Salary
		3602	66.01	Worker'S Comp Ins On 2000 Sal
		Total Contributions	404.89	

Fund	13	SACS Object	Amount	
		2200	24,262.43	Classified Support Salaries
		Total Labor	24,262.43	

Fund	13	SACS Object	Amount	
		3202	2,049.88	PERS On 2000 Salaries
		3302	1,457.62	
		3502	12.09	State Unemploy On 2000 Salary
		3602	459.24	Worker'S Comp Ins On 2000 Sal
		Total Contributions	3,978.83	

ESCAPE ONLINE

Pay Date 07/31/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	1,022,730.50	Teachers' Salaries
		1200	306,895.20	Cert Pupil Support Salaries
		1300	547,395.49	Cert Suprvsrs' & Admins' Sal
		1900	70,412.16	Other Certificated Salaries
		2100	46,783.27	Instructional Aides' Salaries
		2200	683,060.44	Classified Support Salaries
		2300	169,554.02	Class Suprvsrs' & Admins' Sal
		2400	282,104.06	Clerical & Office Salaries
		2900	11,055.26	Other Classified Salaries
		Total Labor	3,139,990.40	
Fund	01	SACS Object	Amount	
		3101	322,129.23	STRS On 1000 Salaries
		3102	4,728.66	STRS On 2000 Salaries
		3201	12,354.84	PERS On 1000 Salaries
		3202	228,837.55	PERS On 2000 Salaries
		3301	30,022.54	
		3302	85,059.77	
		3401	168,173.56	
		3402	199,277.82	
		3501	973.86	State Unemploy On 1000 Salary
		3502	595.04	State Unemploy On 2000 Salary
		3601	34,907.80	Worker'S Comp Ins On 1000 Sal
		3602	21,376.55	Worker'S Comp Ins On 2000 Sal
		3701	72,484.46	
		3702	34,256.41	
		Total Contributions	1,215,178.09	
Fund	11	SACS Object	Amount	
		1200	9,085.56	Cert Pupil Support Salaries
		1300	10,706.96	Cert Suprvsrs' & Admins' Sal
		2400	4,799.84	Clerical & Office Salaries
		Total Labor	24,592.36	
Fund	11	SACS Object	Amount	
		3101	3,384.54	STRS On 1000 Salaries
		3202	946.57	PERS On 2000 Salaries
		3301	285.44	
		3302	324.62	
		3401	1,333.35	
		3402	855.25	
		3501	9.91	State Unemploy On 1000 Salary
		3502	2.40	State Unemploy On 2000 Salary
		3601	354.77	Worker'S Comp Ins On 1000 Sal
		3602	86.04	Worker'S Comp Ins On 2000 Sal
		Total Contributions	7,582.89	

Fund 12	SACS Object	Amount	
	1300	2,107.90	Cert Suprvsrs' & Admins' Sal
	Total Labor	2,107.90	
Fund 12	SACS Object	Amount	
	3101	360.46	STRS On 1000 Salaries
	3301	28.27	
	3401	196.08	
	3501	1.05	State Unemploy On 1000 Salary
	3601	37.78	Worker'S Comp Ins On 1000 Sal
	Total Contributions	623.64	
Fund 13	SACS Object	Amount	
	2200	23,918.27	Classified Support Salaries
	2300	16,268.03	Class Suprvsrs' & Admins' Sal
	2400	16,893.15	Clerical & Office Salaries
	Total Labor	57,079.45	
Fund 13	SACS Object	Amount	
	3202	11,256.67	PERS On 2000 Salaries
	3302	4,258.27	
	3402	9,448.16	
	3502	28.54	State Unemploy On 2000 Salary
	3602	1,023.16	Worker'S Comp Ins On 2000 Sal
	Total Contributions	26,014.80	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: August 27, 2019
SUBJECT: **Approve Revolving Cash Fund Reports (May, June, and July 2019)**

BACKGROUND: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (May, June, and July 2019).

Prepared by: S. Reed Call, Director of Financial Services.

06/03/19

TUSD
REVOLVING CASH FUND
May 2019

Date	Num	Name	Memo	Paid Amount
05/01/2019	9559	LAKE TAHOE RESORT HOTEL	Conference 5/2-5/2019 Carla Washington	
			01-3010-0-1110-2140-5200-280-3002	-232.72
TOTAL				-232.72
05/06/2019	9560	MARIA ALCAZAR	ACH Funds returned; 4/30/19 paydate	
			01-0723-0-1110-3600-2200-849-9702	-300.00
TOTAL				-300.00
05/08/2019	9561	PAMF	PO19-02593 Jonathan Flanzbaum, MD	
			01-6500-0-5750-1110-5800-800-2542	-1,000.00
TOTAL				-1,000.00
05/10/2019	9562	STOCKTON PORTS BASEBALL C...	PO19-02172 BOHN ELEM 5/16/19	
			01-0000-0-1110-1000-4300-100-3013	-365.00
TOTAL				-365.00
05/21/2019	9563	CRAIG HUGHES	5/20/2019 RETRO PAY - MICHELLE HUGHES	
			01-0723-0-1110-3600-2200-849-9702	-487.83
TOTAL				-487.83
05/21/2019	9564	CHUCK SANFILIPPO	5/20/2019 RETRO PAY - KENNETTE SANFILI...	
			01-1400-0-0000-8200-2400-849-9722	-726.86
TOTAL				-726.86
05/22/2019	9565	KELSEY MARTINEZ	Missed Timesheet 5/10/2019 Paydate	
			01-6500-0-5770-1110-1105-806-2542	-299.35
			01-0000-0-1110-1000-1105-806-8105	-149.68
TOTAL				-449.03
05/31/2019	9566	CATA	Conference 6/22-23/19 WHS Minten; Ferrell; ...	
			01-0000-0-1110-2140-5200-700-6502	-295.00
TOTAL				-295.00

07/01/19

TUSD
REVOLVING CASH FUND
June 2019

Date	Num	Name	Memo	Paid Amount
06/17/2019	9567	CALIFORNIA HIGHWAY PATROL	PO19-00030 CHP Fee	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00

08/01/19

TUSD
REVOLVING CASH FUND
July 2019

Date	Num	Name	Memo	Paid Amount
07/03/2019	9568	FRED PRYOR SEMINARS	Invoice 1-8434528 Workshop 7/8/19 Transpor...	
			01-0723-0-1110-3600-5200-840-9702	-158.00
TOTAL				-158.00
07/12/2019	9569	LISA LAW PRIBBLE	7/10/19 Paydate late timesheet	
			01-0000-0-1110-2700-2405-806-8101	-121.06
TOTAL				-121.06
07/15/2019	9570	NATALIE BARTHOLDI	Pay Date 7/10/19 correction	
			13-5320-0-0000-3700-2205-806-9802	-384.62
TOTAL				-384.62
07/29/2019	9571	CA DEPT OF TAX AND FEE ADMI...	PO20-00404 2019 2Q	
			01-0723-0-1110-3600-4300-840-9702	-60.43
			01-0724-0-5750-3600-4300-840-9702	-90.64
TOTAL				-151.07



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Associate Superintendent of Educational Services
FROM: Mrs. Kelly Patchen, Principal of Bohn Elementary School
DATE: August 27, 2019
SUBJECT: **Approve Agreement for Special Contract Services between TUSD and World of Wonders on Wheels (W.O.W.) to Provide Four Days of STEM In-House Field Study Trips to Bohn Students on Site in Tracy, CA, on November 12, 2019; November 19, 2019; December 3, 2019; and December 13, 2019**

BACKGROUND: Bohn Elementary School is part of the PreK-12 STEM Grant. We want to bring the World of Wonders Science Museum on Wheels to our school to have students engage in standards-based, hands-on science education for elementary students to enrich our STEM units and spark our students' curiosity about the world around them. During a WOW Field Study Trip, WOW educators will provide engaging science experiences and design challenges for each grade level based on targeted Next Generation Science Standards.

RATIONALE: STEM field experiences and enrichment opportunities are no longer limited to traditional science experiments. STEM in-house field study trips are interactive, engaging, and bring classroom concepts to life for students. This kind of engagement helps students to see how professionals use STEM each day, and it also prompts our students to consider STEM for their own future. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Presentation, materials, and transportation fees will cost a total of \$2,460.00. Bohn Elementary School will pay the cost using site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services between TUSD and World of Wonders on Wheels (W.O.W.) to Provide Four Days of STEM In-House Field Study Trips to Bohn Students on Site in Tracy, CA, on November 12, 2019; November 19, 2019; December 3, 2019; and December 13, 2019.

Prepared by: Mrs. Kelly Patchen, Bohn Elementary Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and World of Wonders on Wheels, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 4 different days of on site "in-house" science education for our K-5 students which includes all supplies and instructor
On November 12th, WOW staff will provide our fourth and fifth grade classes the Calgy Worms and Minerals Presentations. On November 19th, WOW staff will
provide our kindergarten classes and one first grade class the Bee-Bots and Made in the Shade Presentations. On December 3rd, WOW staff will
provide two third grade classes and two first grade classes the Bee-Bots and Magical Magnets Presentations. On December 13th, WOW staff will provide two third grade
classes and two second grade classes the Magical Magnets and Seed Dispersal Presentations. 280 miles total of travel fees at \$0.75/mile is included in the total cost of \$2,460.00.
- Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 Days 11/12/19, 11/19/19, 12/3/19, & 12/13/19 () [] HOURS [4] DAYS, under the terms of this agreement at the following location Bohn Elementary 350 E. Mt. Diablo Avenue Tracy.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2460.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 2,460.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 12, 2019, and shall terminate on December 13, 2019.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Kelly Patchen, at (209) 830-3300 ext. 7055 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] **WILL** [☒] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 29, 2019
SUBJECT: Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Residence Program at McKinley Elementary School for the 2019-2020 School Year

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students, K through grade 5, for four weeks sessions. Students will learn basic art concepts and carry out various art Projects.

RATIONALE: During the 2018-2019 school year McKinley was fortunate enough to have the San Joaquin County Office of Education, Artist-in-Residence Program provide students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art, but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening student's eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases student's vocabulary. The art process helps to promote skills such as paying attentions to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing and reading project based learning for the California Content Standards. McKinley Elementary School would like to partner with the San Joaquin County Office of Education to provide the Artist-In-Residence program for the 2019-2020 school year. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: This contract is to be paid with Site Categorical Funding. The contract will not exceed \$3,876.00 to be paid from site Title I funds.

RECOMMENDATION: Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Residence Program at McKinley Elementary School for the 2019-2020 School Year.

Prepared by: Mrs. Carla Washington, Principal, McKinley Elementary School.



**MEMORANDUM OF UNDERSTANDING
(McKinley/Sonya)**

copy

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and McKinley Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and McKinley Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for McKinley Elementary to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artist-in-Residence, Sonya Huff, who is a temporary employee of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: November 1, 2019 and the following dates See Attached

Number of classes: (19) Nineteen classes 4-week sessions

Staff Contact at site: Diana Silveira 830-3319 dsilveira@tUSD.net

Artist Contact: Sonya 484-4465 sonya.marykay@yahoo.com

mventura
@
TUSD.net

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, McKinley Elementary will pay SJCOE the sum of \$3,876.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☒ No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☒ No N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

McKinley Elementary
800 W. Carlton Way, Tracy, CA 95376

SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

04-02-19
Date

Date

CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Date



Artist in Schools Residency Quote

209-468-4973 Swendell@sjcoe.net

McKinley Elementary

Diana Silveira 209-830-3319 School Year 2019/20

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
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Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December <input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June	<input type="checkbox"/> Mario <input type="checkbox"/> Patti K. <input type="checkbox"/> Inga <input type="checkbox"/> Sonya 5,5,5,4 <input type="checkbox"/> Kelsey <input type="checkbox"/> Millie <input type="checkbox"/> Vanessa <input type="checkbox"/> Patti J. <input type="checkbox"/> Shelby	<input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 19	\$3876.00 Your invoice will be sent at the start of the residency.

Notes:

Order supplies from the provided list on our website.

Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.

Contact Artists directly at:
Sonya Huff

209-484-4465

sonya.marykay@yahoo.com

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sicco Ais website](#)

Session Dates:

Sonya Group A 5

November 1.8.15 December 6

Sonya Group B 5

January 10.17.24.31

Sonya Group C 5

Feb. 7.14.28 March 6

Sonya Group D 4

March 20.27 April 3.29



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Barbara Silver, Principal MVMS
DATE: August 29, 2019
SUBJECT: **Ratify Agreement for Special Contract Services between TUSD and Houghton Mifflin Harcourt Publishing Company to Provide the Read 180 Program at Monte Vista Middle School for the 2019-2020 School Year**

BACKGROUND: Monte Vista Middle School has an abundance of students reading below grade level. Increasing literacy is a top goal at MVMS, we want to continue to provide the Read 180 program to students for the 2019-2020 school year. This agenda item seeks ratification due to a delay in processing the contract.

RATIONALE: Read 180 is a stand-alone program, supported by the State Board of Education. Students participating in this program receive two hours of intensive reading instruction in lieu of ELA and an elective. Students remain in the program until they reach the correct Lexile level for his or her grade level or by meeting goals in specific IEPs. Upon reaching grade level/goal level reading achievement, students exit the program and return to a mainstreamed ELA course and an elective class. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost not to exceed \$3564.41 will be paid by Title I, Targeted Funds/LCAP.

RECOMMENDATION: Ratify Agreement for Special Contract Services between TUSD and Houghton Mifflin Harcourt Publishing Company to Provide the Read 180 Program at Monte Vista Middle School for the 2019-2020 School Year.

Prepared by: Dr. Barbara Silver, Principal, Monte Vista Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Houghton Mifflin Harcourt Publishing Company, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Read 180 Technical Services: SAM Hosting. Hosting service for renewal period 8/14/19 - 7/31/20. Read 180 Universal Stage B Real Book.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location MVMS.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$ 3,564.41 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 3,564.41. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 8/14/19, and shall terminate on 5/22/20.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] **WILL** [☒] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Digitally signed by Lisa Jackson
DN: cn=Lisa Jackson, o=Houghton Mifflin Harcourt, ou=Business
Desk, email=lisa.jackson@hmc.com, c=US
Date: 2019.06.29 16:42:22 -0400

Contractor Signature	Title
04-1456030	
IRS Identification Number	
Director, Bids and Contracts	
Title	
Houghton Mifflin Harcourt Publishing Company	
Address	
125 High Street	
Boston, MA 02110	

Tracy Unified School District
Date
Account Number to be Charged
Department/Site Approval
Budget Approval
Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 30, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Provide Support for Computer Science Planning and Instruction**

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with their partner, the Community Training and Assistance Center (CTAC). The award supports TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway (PreK-12 STEM)*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. It ensures that every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color, and low-income students) engaged in STEM learning.

Working with staff from the University of the Pacific's School of Engineering and Computer Science and the San Joaquin County Office of Education's (SJCOE) Division of STEM, project leadership identified the need for more computer science integration in the units and in teachers' professional learning. TUSD presented a proposed scope of work to SJCOE for:

- Prioritizing computer science standards and programs for PreK-12,
- Creating an articulated progression of standards and skills for TUSD,
- Developing multiple trajectories for STEM learning through grade 12, including computer science courses, and
- Identifying hardware and software to support STEM units and prepare students for industry standards.

SJCOE responded with a plan to meet TUSD's needs.

RATIONALE: TUSD has an award from US Ed to create a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. Expert partners have given TUSD advice and direction for increasing the computer science standards and skills in this project. The California Computer Science Standards are new, adopted September 6, 2018; TUSD must build capacity for teaching computer science

effectively. SJCOE's Division of STEM will work with project leaders, PreK-12 teacher-leaders, and district and site administration to increase TUSD's capacity to teach these new high-quality standards. This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is not to exceed \$11,625. It will be paid from funds received from the United States Department of Education's Education Innovation and Research Grant, *Leadership of STEM: The PreK-12 STEM Pathway*, for the 2018-2019 school year and Local Control Accountability Plan funds, Goal 1, Action 6, for support of NGSS and STEM implementation.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Provide Support for Computer Science Planning and Instruction.

Prepared by: Dr. Debra Schneider, Director of Instructional Media Services and Curriculum.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE Division of STEM, hereinafter referred to as "Contractor,"

is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: provide computer science training for staff and consultancy to EIR STEM project co-director for computer science integration into PreK-12 STEM units and STEM plans for 6-12

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8.5 total () [] HOURS [X] DAYS, under the terms of this agreement at the following location DSC.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$ 11,625 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 11,625. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 11, 2019, and shall terminate on June 1, 2020.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Debra Schneider, at (209) 830-3252 x 1353 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Kirk Brown

Digitally signed by Kirk Brown
Date: 2019.09.03 14:32:48 -07'00'

Director

Contractor Signature

Title

IRS Identification Number

Division Director, STEM Programs SJCOE

Title

2707 Transworld Dr., Stockton CA 95206

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Aug 30, 2019

Professional Learning Proposal:

Science Professional Development for 2019-2020

Preliminary Proposal for Professional Learning/CS Support for Tracy Unified School District

Overall Goals:

To assist TUSD in strategically identifying needs and to evaluate how CS can be scaffolded across Pre-K to 12th grade.

- Considering which core standards and programs are best suited for TUSD
- Thinking through particularities for implementation at PK-5 and 6-12
- Developing STEM trajectories for students, including one or more for CS
- Identifying hardware and software that meets current quality standards
 - Review curricular units in search of high quality CS opportunities
 - Provide hands-on training and support to site and district leaders

Specific Days and Times:

Start Date	End Date	Time	Location	Subject	Who	Total days
9/18/19		8:00-12:00pm	TBD	Pre-K-5 PBL	S. Callahan	.5
9/19/19		1:00-3:30pm	TBD	Pre-K-5 PBL	S. Callahan	.5
11/6/19		8:00-3:30pm	TBD	CS Support	S. Callahan	1
11/7/19		1:00-3:30pm	TBD	CS Support	S. Callahan	.5
12/4/19		8:00-3:30pm	TBD	CS Support	S. Callahan	1
2/5/20	2/6/20	8:00-3:30pm	TBD	CS Support	S. Callahan	2
5/27/20	5/29/20	8:00-3:30pm	TBD	CS Support	S. Callahan	3
					Total	8.5 days

Costs:

PD days: $8.5 \times \$750 = \$6,375$

Prep days: $7 \times \$750 = \$5,250$

Total: Not to exceed = \$11,625



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
James A. Mousalimas, County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

Total Proposed Costs to be invoiced after final session and paid within 30 days: \$11,625

Summary:

SJCOE STEM is willing to provide the services above for building computer science capacity for Tracy Unified School District during the 2019-2020 school year. This will focus on the Next Generation Science Standards and California Computer Science Standards.

If you have any questions please don't hesitate to contact us.

Kirk Brown
Division Director of STEM Programs
San Joaquin County Office of Education
209-468-4880
kbrown@sjcoe.net



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 3, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide two Additional Mental Health Service days/per week to Villalovoz Elementary School for the 2019/20 school year**

BACKGROUND: Villalovoz Elementary School would like to add two additional days/per week of mental health services using site Title I funds. Tracy Unified School District (TUSD) already provides one day/per week of mental health services, using District LCAP dollars. Villalovoz Elementary School would like to add these additional days of mental health support in order to ensure that students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues effecting their ability to learn. This agenda item seeks ratification due to a miscommunication between the District and Villalovoz Elementary School.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with Jen Schrottenboer, MS, MHC, SpEd to provide targeted and intensive behavioral health interventions at Villalovoz School, using Site Title 1 Funds. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for contracting with Jen Schrottenboer, MS, MHC, SpEd to provide Mental Health Services to Villalovoz Elementary School will not exceed \$24,480.00. This funding will be paid with site Title 1 and Targeted funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide two Additional Mental Health Service days/per week to Villalovoz Elementary School for the 2019/20 school year.

Prepared by: Erin Quintana, Principal of Villalovoz Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Jen Schrottenboer MS, MHC, SpEd, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide two additional days/per week of Mental Health Services @ \$60/hr to Villalovoz Elementary School during the 2019-2020 school year, using site Title I and Targeted funds.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 408 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location Villalovoz School.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$ \$60 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 25,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Erin Quintana at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: September 4, 2019
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Szostak, Scott Social Science/PE	Stein	8/23/19 (as amended)	Personal

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Terrence, Carlfeldt 4 th grade	Central	8/16/19

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alfaro, Carmen Para Educator I	Central	9/14/19	Personal
Contreras, Michelle Food Service Worker	Hirsch	8/31/19	Personal
Costa Alongi, Ana Bilingual Para Educator I	WHS	8/21/19	Accepted Parent Liaison position at S/WP

Gallegos, Judy Clerk Typist I	Kelly	9/3/19	Accepted Attendance Clerk position at Kelly
Martinez Nebreja, Aurelio Utility Person III	MOT/Villa	9/2/19	Accepted Utility Person III day position at WMS
Sucrese, Melissa Food Service Worker II	WHS	9/2/19	Accepted Food Service Worker II position at THS

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Colbert, Deborah Utility Person III	MOT	10/01/19

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 28, 2019
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Foster, Tracy

Husband, Derek

Roundtree, Archie

Tennis, Seth

BACKGROUND:

Langer, Nicholas

Ventura-Rios, Maria

CERTIFICATED

Biology (Replacement)
Kimball High School
Class I, 1 "A" \$48,549.55
Funding: General Fund

Special Education 4/5 SDC (Replacement)
Villalovoz
Class I, 1, "A" \$48,959.39
Funding: Special Education

JROTC (New Position)
West High School
Class VI, Step 22, "B" \$89,265.00
Funding: General & Air force

Physical Education .60 FTE (New Position)
West High School
Class I, Step 1 "A" \$27,266.00
Funding: General Fund

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Speech Language Pathologist (Replacement)
District Wide
LMP, Class 8, Step A \$401.56 daily
Funding: Special Education

Elementary School Secretary (Replacement)
McKinley Elementary School
LMH Range 8, Step C - \$27.55 per hour
8 hours per day
Funding: General Fund

BACKGROUND:

Castaldi, Ashley

Costa Alongi, Ana Maria

Duarte, Nicole

Gallegos, Judy

Jett, Andrea

Lowe, Jennifer

Martinez Nebreja, Aurelio Paolo

Mendoza-Rodriguez, Felipe

CLASSIFIED

IEP Para Educator I (New)
McKinley Elementary School
Range 24, Step A - \$15.07 per hour
6 hours per day
Funding: Special Education

Parent Liaison (Replacement)
South/West Park
Range 28, Step B - \$17.31 per hour
8 hours per day
Funding: Targeted EL

IEP Para Educator I (New)
Bohn Elementary School
Range 24, Step E - \$18.13 per hour
6.5 hours per day
Funding: Special Education

Elementary Attendance Clerk
(Replacement)
George Kelly School
Range 28, Step D - \$18.97 per hour
8 hours per day
Funding: General Fund

School Supervision Assistant (Replacement)
Monte Vista Middle School
Range 21, Step B - \$14.74 per hour
2 hours per day
Funding: General Fund

Food Service Worker (Replacement)
Kimball High School
Range 22, Step A - \$14.38 per hour
4 hours per day
Funding: Child Nutrition – School Program

Utility Person III (Replacement)
MOT/Williams Middle School
Range 36, Step C - \$21.85 per hour
8 hours per day
Funding: General Fund – 25%; Ongoing
and Major Maintenance – 25% and Special
Ed Transportation – 50%

Utility Person II (New)
Maintenance and Operations/DEC
Range 35, Step A - \$19.47 per hour + ND

	8 hours per day Funding: General Fund
Monteiro, Marcia	IEP Para Educator I (Replacement) Kimball High School Range 24, Step A - \$15.07 per hour 6 hours per day Funding: Special Education
Rivera-Tibebu, Debbie	Clerk Typist I (Replacement) Monte Vista Middle School Range 23, Step C - \$16.17 per hour 3 hours per day Funding: General Fund
Romero, Felix	Utility Person III (Replacement) MOT/Tracy High School Range 36, Step A - \$19.91 per hour + ND 8 hours per day Funding: General Fund – 50% and Special Ed Transportation – 50%
Sequeira, Heather	Utility Person III (Replacement) MOT/DEC Various Sites Range 36, Step A - \$19.91 per hour + ND 8 hours per day Funding: General Fund – 25%; Home to School Transportation – 50% and Ongoing and Major Maintenance – 25%
Sucrese, Melissa	Food Service Worker II (Replacement) Tracy High School Range 24, Step A - \$15.07 per hour 7 hours per day Funding: Child Nutrition – School Program

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 28, 2019
SUBJECT: Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2020-2021 School Year and submit it for Negotiations

BACKGROUND: The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for successor agreement contract negotiations for the 2020-2021 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

RATIONALE: TEA's sunshine proposal was presented to the Board at the regularly scheduled board meeting on August 27, 2019 (see attached). The District is requesting to open Article XIII, Salaries (Compensation); and Article XIV, Fringe Benefits.

Pursuant to TEA's sunshine proposal, the District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2020-2021 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

FUNDING: N/A

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2020-2021 School Year and submit it for Negotiations.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.



BOARD AGENDA REQUEST FORM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 14, 2019
RE: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2020-2021 School Year

PROPOSED ACTION FOR:

TUSD BOARD MEETING DATE: August 27, 2019 ITEM 14.3.7

TYPE OF ACTION REQUIRED: Please attach copy of Purchase Order if this item requires an expenditure of funds. A contract is required for outside services of a consultant or organization.

Please check:

- ☐ Public Hearing
- ☐ Recognition
- ☐ Consent
- ☒ Action
- ☐ Information/Discussion/Report
- ☐ Closed Session
- ☐ Fingerprinting Required

*Board
Approved
8-27-19
BJ*

NOTE: All Agenda items must be submitted to the appropriate Department Secretary two weeks prior to the Board meeting.

NA:tj



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 14, 2019
SUBJECT: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2020-2021 School Year

BACKGROUND: For the 2020-21 successor agreement contract negotiations, TEA is requesting to meet and negotiate the following articles:

- VI Hours
- VII Duties
- XII Class Size/Teacher Aide Time
- XIII Salaries (Compensation)
- XIV Fringe Benefits

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2020-2021 School Year.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Service
DATE: August 27, 2019
SUBJECT: **Adopt Resolution #19-05, Recertifying the Appropriation “Gann” Limits for the 2018/19 School Year for Tracy Joint Unified School District**

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called “Gann Limits,” for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2019/20 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2018/19 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution #19-05, Recertifying the Appropriation Limits for the 2018/19 School Year for Tracy Joint Unified School District.

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #19-05
APPROPRIATION “GANN” LIMITS FOR THE 2018-2019 SCHOOL YEAR FOR THE
TRACY JOINT UNIFIED SCHOOL DISTRICT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 18/19 fiscal year and a projected Gann Limit for the 19/20 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 18/19 and 19/20 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 18/19 and 19/20 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 10th day of September, 2019, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 28, 2019
SUBJECT: **Approve the Unaudited Statement of Receipts and Expenditures for the 2018-2019 Fiscal Year**

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes the beginning balance for the 2019-20 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2018-2019 Fiscal Year.

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.



ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Brian R. Stephens, Superintendent
DATE: August 28, 2019
SUBJECT: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading)

BACKGROUND: Some of the Tracy Unified School District board bylaws have not been updated for several years. In that time, compliance and other requirements have changed and are not reflected in the current bylaws.

RATIONALE:

The attached board bylaws required minor changes to match CSBA guidelines or are new and we are adopting them as part of our bylaws.

9324 MEETING MATERIALS DELIVERY	DELETE	Replace with new 9324 (Minutes and Recordings)
9325 MEETING CONDUCT	DELETE	Contained in 9323
9326 MINUTES	DELETE	Contained in new 9324 (Minutes and Recordings)
9328 QUORUM	DELETE	No longer used by CSBA
9330 DISTRICT RECORDS	DELETE	No longer used by CSBA
9340 MEMBERSHIP IN ASSOCIATIONS	DELETE	No longer used by CSBA
9500 BOARD ELECTIONS	DELETE	Contained in 9220
9511 CANDIDATES STATEMENT	DELETE	Contained in 9220
9512 ELECTION CALENDAR	DELETE	No longer used by CSBA

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading).

Prepared by: Brian R. Stephens, Ed.D., Superintendent.

Minutes and Recordings

The Governing Board recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by district staff and the public.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request.
(Education Code 35145, 35163)

(cf. 1340 - Access to District Records)
(cf. 9122 - Secretary)
(cf. 9323.2 - Actions by the Board)

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)
(cf. 9320 - Meetings and Notices)

2. A brief summary of the Board's discussion on each agenda topic, rather than a verbatim record of each Board member's specific points of view during the discussion

3. A summary of the public comments made on agendized items and unagendized topics

4. The specific language of each motion and the names of the Board members who made and seconded the motion

5. Any action taken by the Board, and the vote or abstention on that action of each Board member present (Education Code 35145; Government Code 54953)

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

TUSD ADOPTED:

Minutes and Recordings

Legal Reference:

EDUCATION CODE

- 35012 Number of members; terms; student board members
- 35145 Public meetings
- 35163 Official actions, minutes and journals
- 35164 Vote requirements
- 49061 Student records; definitions
- 49073.2 Privacy of student and parent/guardian personal information

GOVERNMENT CODE

- 54952.2 Meeting defined
- 54953 Meetings
- 54953.5 Audio or video recording of proceedings
- 54953.6 Broadcasting of proceedings
- 54957.2 Closed sessions; clerk; minute book
- 54960 Violations and remedies

PENAL CODE

- 632 Unlawful to intentionally record a confidential communication without consent

CODE OF REGULATIONS, TITLE 5

- 16020-16027 Classification and retention of records

Management Resources:

CSBA PUBLICATIONS

- Call to Order: A Blueprint for Great Board Meetings, 2015
- The Brown Act: School Boards and Open Meeting Laws, rev. 2014

WEB SITES

- CSBA, Agenda Online: <http://www.agendaonline.com>

(7/08 4/14) 12/18



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2019
SUBJECT: Approve Resolution No. 19-06 Resolution of the Board of Education of Tracy Unified School District Authorizing the Issuance and Sale of 2014 Election, Series 2019, General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$23,000,000, and Approving and Authorizing All Related Documents and Actions

BACKGROUND: In 2008, pursuant to procedures set forth in the California Education Code, the District formed School Facilities Improvement District No. 3 ("SFID 3"), creating a sub-area of the District in which general obligation elections can be called and conducted, the proceeds of which are to be used to finance improvements to school facilities within SFID 3. Measure B was successful at the June 3, 2014 bond election, authorizing up to \$82 million in general obligation bonds for facilities improvement projects within SFID 3. Two series of bonds have successfully been issued pursuant to Measure B in the combined amount of \$59 million, leaving \$23 million of authorized but unissued Measure B bonds.

RATIONALE: At this time, in order to finance additional voter-approved projects, the District desires to authorize a third and final series of Measure B Bonds in the amount of \$23 Million. The Resolution authorizes the bonds to be issued as current interest bonds only (no capital appreciation bonds) pursuant to the provisions of the California Government Code, with maturities and interest rates within legal limitations. The repayment to borrowing ratio is not to exceed the legal maximum of 4:1, and is expected to be less than 2:1. Appendix A of the Resolution summarizes certain current expectations about the financing, as required by Senate Bill 450. The bonds will be payable from the receipts of *ad valorem* property taxes levied by the County on property within SFID 3 until the final maturity of the bonds.

The Bonds are proposed to be sold on a negotiated basis pursuant to a Bonds Purchase Agreement to the investment banking firm of Raymond James, which was selected as the underwriter in connection with the Series 2018 Bonds following a request for proposals process.

The attached resolution authorizes District officials to proceed with the above-described financing, and work with the financing team to bring into final form, and execute the necessary related documentation. Draft documents approved in the Resolution are described below:

- 1) Paying Agent Agreement. This Agreement will be finalized after the successful sale of the Bonds and signed by a District Representative. This Agreement sets forth all of the details

of the Bonds, such as interest payment dates and maturity dates, and confirm the pledge of *ad valorem* tax collections to repayment of the Bonds.

- 2) Preliminary Official Statement. The Preliminary Official Statement (the “POS”) is the document that will be printed and circulated to potential investors in the Bonds. The POS describes to investors the terms of the bonds (principal maturity amounts and dates, interest payment dates), and the security for the bonds (*ad valorem* taxes levied and collected in the Improvement District in a sufficient amount to pay debt service coming due in each fiscal year on the Bonds), describes the Improvement District’s tax base, and also presents District financial information to provide an investor with information regarding the District’s overall financial health. The securities laws require that a POS (i) not contain any misleading information and (ii) not omit any material information. In authorizing the issuance of securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may a public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading. If a Board member is aware of something that should be considered and disclosed in the Preliminary Official Statement relating to the District’s ability to pay the Bonds from *ad valorem* taxes levied and collected in the Improvement District, that member should advise staff and the financing team so it can be considered and possibly disclosed to investors. The Resolution delegates authority to the District’s staff to make changes to the POS following approval but before the Preliminary Official Statement is printed and distributed to investors.
- 3) Bond Purchase Agreement. This document sets forth all of the terms of the negotiated sale of the Bonds. The Bond Purchase agreement is authorized to be finalized and executed by a District official, provided it meets the parameters of the Resolution.
- 4) Continuing Disclosure Certificate. Under the Resolution, the District covenants to comply with all of the terms of the Continuing Disclosure Certificate, which is attached to the POS as Appendix E and will be signed by a District Official upon the delivery of the Bonds. Under this agreement, which is required under Federal securities laws, the District must (1) annually (by March 31 of each year) file certain information with the Securities Rulemaking Board, consisting generally of the District’s annual financial statements, and (2) report certain significant events that might occur over the terms of the Bonds, such as a rating change or a delinquent payment. This reporting obligation extends until the Bonds are paid in full.

FUNDING: Not applicable. GO Bonds are repaid by property tax collections in SFID 3. Proceeds will provide funding for voter-approved projects located in SFID 3. Costs of Issuance will be paid from the proceeds of the bonds.

RECOMMENDATIONS: Approve Resolution No. 19-06 Resolution of the Board of Education of Tracy Unified School District Authorizing the Issuance and Sale of 2014 Election, Series 2019, General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$23,000,000, and Approving and Authorizing All Related Documents and Actions.

Prepared by: Jaime Quintana, Director of Facilities and Planning.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19-06
RESOLUTION OF THE BOARD OF EDUCATION OF TRACY UNIFIED
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF
2014 ELECTION, SERIES 2019, GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3 OF TRACY
UNIFIED SCHOOL DISTRICT IN THE AGGREGATE PRINCIPAL
AMOUNT OF NOT TO EXCEED \$23,000,000, AND APPROVING AND
AUTHORIZING ALL RELATED DOCUMENTS AND ACTIONS**

WHEREAS, an election was duly and regularly held in School Facilities Improvement District No. 3 (“Improvement District No. 3”) of the Tracy Unified School District (the “District”) on June 3, 2014 (the “2014 Election”) for the purpose of submitting to the qualified electors of Improvement District No. 3 the question whether general obligation bonds should be issued in the aggregate principal amount of \$82,000,000 payable from the levy of an *ad valorem* tax against the taxable property in Improvement District No. 3 (known as “Measure B”), at which election more than fifty-five percent of the votes cast were in favor of the issuance of such bonds (the “Bonds”); and

WHEREAS, the abbreviated statement of Measure B is:

“To continue the renovation and modernization of Tracy schools by upgrading older classrooms, libraries and computer labs, replacing leaking and deteriorating roofs, updating heating, plumbing and electrical systems and improving school safety and security, shall Tracy Unified School District be authorized to issue \$82,000,000 in bonds for School Facilities Improvement District No. 3, at legal interest rates, with all expenditures monitored by an Independent Citizens’ Oversight Committee and no funds spent on administrators”; and

WHEREAS, in order to finance the first phase of capital projects approved by the Measure B, on July 9, 2015, the District issued a series of the Bonds designated “General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (San Joaquin County, California) 2014 Election, Series 2015” in the aggregate principal amount of \$29,000,000; and

WHEREAS, in order to finance the second phase of capital projects approved by the Measure B, on May 9, 2018, the District issued a series of the Bonds designated “General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (San Joaquin County, California) 2014 Election, Series 2018” in the aggregate principal amount of \$30,000,000; and

WHEREAS, at this time, the District has determined to initiate proceedings for the issuance of a third and final series of the Bonds in the aggregate principal amount of not to exceed \$23,000,000, to be designated “General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (San Joaquin County, California) 2014 Election, Series 2019” (the “Series 2019 Bonds”); and

WHEREAS, the District is authorized to provide for the issuance of the Series 2019 Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code (the “Bond Law”); and

WHEREAS, the Board of Education has approved a Debt Management Policy in accordance with Senate Bill 1029 effective January 1, 2017, and issuance of the Series 2019 Bonds will be in compliance with said Policy;

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix A is the information relating to the Series 2019 Bonds that has been obtained by the Board of Education and is hereby disclosed and made public; and

NOW, THEREFORE, the Board of Education of the District hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. The Board hereby finds that the foregoing recitals are true and correct and approves the financing plan, and the issuance of the Series 2019 Bonds as described herein.

Section 2. Authorization of Series 2019 Bonds The Board hereby authorizes the issuance of the Series 2019 Bonds in the aggregate principal amount not to exceed \$23,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Measure, the Bond Law, this Resolution and the Paying Agent Agreement approved in Section 3 hereof, for the purpose of raising money for the acquisition and improvement of educational facilities in accordance with Measure B and to pay related issuance costs. The Series 2019 Bonds shall be issued as bonds which bear current interest and shall be designated the “General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (San Joaquin County, California) 2014 Election, Series 2019”, with such modifications, if any, as may be advisable to identify the Series 2019 Bonds.

Section 3. Approval of Paying Agent Agreement. The Series 2019 Bonds shall be issued upon the terms and conditions set forth in a Paying Agent Agreement between the District and The Bank of New York Mellon Trust Company, N.A., as paying agent thereunder (the “Paying Agent Agreement”), in substantially the form on file with the Secretary of the Board, together with any changes therein or modifications thereof which are approved by the Superintendent, Associate Superintendent of Business Services or Director of Facilities and Planning (each, an “Authorized Officer”), whose execution thereof shall be conclusive evidence of the approval of any such changes or modifications. An Authorized Officer is directed to execute the final form of the Paying Agent Agreement for the Series 2019 Bonds in the name and on behalf of the District. All of the provisions of the Paying Agent Agreement relating to the terms of the Series 2019 Bonds are hereby incorporated into this Resolution by reference. The selection of The Bank of New York Mellon Trust Company, N.A., as Paying Agent is hereby approved.

Section 4. Material Provisions of Series 2019 Bonds. The Series 2019 Bonds are authorized to be issued in the form of current interest bonds which have a final maturity date which does not exceed any limitations set forth in the Bond Law. The Series 2019 Bonds shall bear interest at rates within legal limits, which shall be payable semiannually on February 1 and August 1 in each year, commencing on the date identified upon the sale thereof. In accordance with the Education Code, the repayment to principal ratio for the Series 2019 Bonds shall not exceed 4:1, and the issuance of the Series 2019 Bonds shall not cause the District to exceed applicable bonding capacity limitations. In addition, an Authorized Officer is authorized to execute a tax rate projection certificate at the time of issuance of the Series 2019 Bonds setting for the District's expectations not to exceed the maximum tax rate of \$60 per \$100,000 of assessed value with respect to Measure B Bonds within Improvement District No. 3. The Series 2019 Bonds shall be issued on a tax-exempt basis; provided, however, if legal considerations require that a portion of the Series 219 Bonds be issued as a separate series on a federally taxable basis, the Authorized Officers are authorized to make such designations.

Section 5. Negotiated Sale of the Series 2019 Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series 2019 Bonds to Raymond James & Associates, Inc. (the "Underwriter"). The Series 2019 Bonds shall be sold pursuant to a Bond Purchase Agreement, in substantially the form on file with the Secretary of the Board, with such changes therein, deletions therefrom and modifications thereto as an Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes an Authorized Officer to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District, so long as the terms reflect the limitations contained in Section 4, and provided that the Underwriter's compensation does not exceed 0.3% of the principal amount of the Series 2019 Bonds.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series 2019 Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, (b) a negotiated sale will permit the time schedule for the issuance and sale of the Series 2019 Bonds to be expedited, (c) a negotiated sale will permit more flexibility in the debt structure, (d) a negotiated sale will allow the District to work with participants familiar with the District, and (e) a negotiated sale will increase the opportunity to pre-market the Series 2019 Bonds to investors.

Section 6. Approval of Preliminary and Final Official Statement. The Board hereby approves and deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the preliminary Official Statement describing the Series 2019 Bonds in the form on file with the Secretary of the Board. An Authorized Officer is hereby individually authorized to execute an appropriate certificate affirming the Board's determination that the preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the preliminary Official Statement by the Underwriter to prospective purchasers of the Series 2019 Bonds is hereby approved. An Authorized Officer is hereby individually authorized and directed to approve any changes in or additions to a final form of the Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the final Official Statement by the Underwriter. An Authorized Officer shall execute the final Official Statement in the name and on behalf of the District.

Section 7. Security for the Series 2019 Bonds. The Series 2019 Bonds are general obligations of the District with respect to Improvement District No. 3, and the Board of Supervisors of the County has the power and is obligated to levy *ad valorem* taxes upon all property within Improvement District No. 3 subject to taxation by the District without limitation of rate or amount, for the payment of the principal of and interest on the Series 2019 Bonds, in accordance with and subject to Sections 15250 and Section 15252 of the California Education Code. The Series 2019 Bonds shall not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series 2019 Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series 2019 Bonds when due, including the principal of any Bonds upon the mandatory sinking fund redemption thereof (if any), which moneys when collected will be paid to the County Auditor-Controller and placed in the Debt Service Fund described in Section 8. The District acknowledges that pursuant to California law, the Series 2019 Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Series 2019 Bonds.

The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series 2019 Bonds and amounts on deposit in the Debt Service Fund (defined in Section 8) to the payment of the principal or redemption price of and interest on the Series 2019 Bonds, which pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series 2019 Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series 2019 Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series 2019 Bonds to provide security for the Series 2019 Bonds in addition to any statutory lien that may exist.

Section 8. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain funds to be known as the “Tracy USD (SFID 3) Series 2019 Bonds Debt Service Fund” (the “Debt Service Fund”), which shall be maintained by the County Treasurer as a account, distinct from all other funds of the County and the District. All taxes levied by the County Board of Supervisors, for the payment of the principal of and interest on the Series 2019 Bonds, shall be deposited in the Debt Service Fund promptly upon apportionment of said levy. The moneys in the Debt Service Fund, to the extent necessary to pay debt service on the Series 2019 Bonds as the same become due and payable, shall be transferred by the County Treasurer to the Paying Agent in sufficient time and amount to provide for each payment coming due on the Series 2019 Bonds.

Section 9. Establishment of Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the “Tracy USD (SFID 3) Series 2019 Bonds Building Fund” (“Building Fund”), which shall be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. A deposit of Series 2019 Bonds proceeds shall be made to the Building Fund as required by the

Paying Agent Agreement. Money in the Building Fund shall be held by the County Treasurer and disbursed at the request of the District for the payment of the costs of acquiring and constructing the school improvements approved in the Bond Measure. At such time that no amounts remain on deposit in the Building Fund, the County Treasurer may close the Building Fund.

Section 10. Issuance in More Than One Series; Federally Taxable Basis. As referenced in Section 4 hereof, if legal considerations require that a portion of the Series 2019 Bonds be issued as a separate series on a federally taxable basis, the Authorized Officers are authorized to make such designations. Such considerations may include addressing conditions, if any, in the bond market that could result in capitalized interest on the Bonds exceeding thirty-six months, in which case a portion of the principal amount authorized hereunder may be issued as a separate series of bonds on a federally taxable basis, in accordance with the parameters described herein. In such event, the terms thereof shall be incorporated into the Paying Agent Agreement approved in Section 3.

Section 11. Continuing Disclosure. The Board hereby approves the Continuing Disclosure Certificate, in substantially the form attached to the Preliminary Official Statement, together with any changes therein or additions thereto deemed advisable by the Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officer is hereby separately authorized and directed to execute, and the Clerk is hereby authorized and directed to attest the final form of the Continuing Disclosure Certificate, for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Continuing Disclosure Certificate.

Section 12. Professionals; Costs of Issuance. Isom Advisors, A Division of Urban Futures Inc., has been selected to act as financial advisor to the District (the "Financial Advisor"), and Jones Hall, A Professional Law Corporation, has been selected as the District's bond and disclosure counsel ("Bond Counsel"). Such engagements are confirmed pursuant to the terms of existing agreements. The estimated costs of issuance associated with the bond sale are set forth in Appendix A hereto. After the sale of the Series 2019 Bonds, actual cost information shall be presented by the Board at its next scheduled public meeting, and an itemized summary of the costs of the Series 2019 Bond sale shall be submitted to the California Debt and Investment Advisory Commission, which Bond Counsel is authorized to submit on behalf of the District.

Section 13. Delegation of Authority. The President of the Board, the Vice President of the Board, the Superintendent, the Associate Superintendent, Business Services, the Director of Facilities and Planning, the Clerk and Secretary of the Board and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants, tax rate projections, and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series 2019 Bonds; including issuance of a portion of the bonds as a federally taxable series if federal tax law considerations require that characterization to accomplish the financing objectives described herein and within the parameters described herein. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 14. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any remaining provisions hereof.

Section 15. Effective Date. This resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the Board of Education of the Tracy Unified School District of the County of San Joaquin, this 10th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**President
Board of Trustees
Tracy Unified School District**

**Clerk
Board of Trustees
Tracy Unified School District**

APPENDIX A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1 (SB 450 effective January 1, 2018)*

1. True Interest Cost of the Series 2019 Bonds (Estimated): 1.63345% (All-In TIC)
2. Finance charge of the Series 2019 Bonds, being the sum of all fees and charges paid to third parties (costs of Issuance of \$150,000 plus estimated underwriter's compensation of \$69,000) (Estimated): \$219,000
3. Proceeds of the Series 2019 Bonds expected to be received by District for deposit to the Building Fund, net of proceeds for Costs of Issuance in (2) above to paid from the principal amount of the Series 2019 Bonds: Estimated: \$22,850,000.
4. Total Payment Amount for the Series 2019 Bonds, being the sum of (a) debt service to be paid on the Series 2019 Bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Series 2019 Bonds (Estimated): \$26,850,483 (1.17:1)

**Information based on estimates made in good faith by the District's Financial Advisor. Estimates include certain assumptions regarding rates available in the bond market at the time of pricing the bonds.*



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 29, 2019
SUBJECT: Approve Resolution No. 19-04 Authorizing Teachers to Teach Outside Their Credential Authorization

BACKGROUND: Education Code Section 44263 authorizes teachers to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of coursework, or nine (9) semester units of upper division or graduate coursework in the subject area to be taught. The Tracy Unified School District currently has 1 teacher on this Education Code.

Education Code Section 44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least (12) semester units, or (6) upper division or graduate units of coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has 2 teachers on this Education Code.

Education Code 44258.2 authorizes the holder of a single subject teaching credential or a standard secondary teaching credential, with his or her consent, to be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in middle school, if he or she has a minimum of (12) semester units or (6) upper division or graduate units, of coursework at an accredited institution in the subject which he or she is assigned. The Tracy Unified School District currently has 0 teacher on this Education Code.

RATIONALE: In all the above instances the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing these assignments. This agenda item meets District Strategic Goal #5 – Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

FUNDING: None.

RECOMMENDATION: Approve Resolution No. 19-04 Authorizing Teachers to Teach Outside Their Credential Authorization

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 19-04
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL
AUTHORIZATION 2019-2020**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections **44263** hereby authorizes assignment of a teacher licensed pursuant to the provisions of these sections, with his or her consent, to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of coursework, or nine (9) semester units of upper division or graduate coursework in the subject area to be taught, and teach any subject in departmentalized classes to a given class or group of students in grades k-12. Education Code **44256(b)** authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in a departmentalized setting to students below grade 9, provided that the teacher has completed at least twelve (12) semester units, or (6) upper division or graduate units of coursework. Education Code **44258.2** authorizes the holder of a single subject teaching credential or a standard secondary teaching credential, with his or her consent, be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in middle school, if he or she has a minimum of (12) semester units or (6) upper division or graduate units, of coursework at an accredited institution in the subject which he or she is assigned. Authorization shall remain valid for one year.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 10th day of September, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

Clerk
Board of Trustees

Tracy Unified School District

TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
2019-2020 SCHOOL YEAR			
Teacher's Name	Site	Ed Code	Subject
Wiens, Ellen	Monte Vista	44256 (b)	English
Campbell, Rhonda	Williams	44256 (b)	English
Vega, Sandra	West High	44263	Social Science



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 29, 2019
SUBJECT: Approve Declaration for a Provisional Internship Permit

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Declaration for a Provisional Internship Permit.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teachers under a Provisional Internship Permit. These individuals will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, they will be eligible for an Intern Permit.

Keegan A. Williams-Tracy High School, Special Education; RSP; M/M 9-12
Aunrae K. Hodge-Central School, Special Education; SDC; M/M 4-5

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 29, 2019
SUBJECT: **Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the following positions: Bus Driver Custodian, Driver Dispatcher, Utility Person III, Bus Driver Custodian Groundskeeper, Bus Driver, Irrigation Specialist Bus Driver Custodian**

BACKGROUND: Pursuant to Article XL, Reclassification Requests, of the Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. In addition, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. As part of the reclassification/reallocation process, the job descriptions for Bus Driver Custodian, Driver Dispatcher, Utility Person III, Bus Driver Custodian Groundskeeper, Bus Driver, and Irrigation Specialist Bus Driver Custodian were revised.

A Reclassification/Reallocation Committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the various requests. The negotiating teams met several times to consider the recommendations for the Reclassification/Reallocation Committee. The negotiating teams reached tentative agreement on the revised job descriptions. The tentative agreements are attached.

These job descriptions accurately reflect the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the positions. In addition, this agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

RECOMMENDATION: Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the following positions: Bus Driver Custodian, Driver Dispatcher, Utility Person III, Bus Driver Custodian Groundskeeper, Bus Driver, Irrigation Specialist Bus Driver Custodian

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

May 23, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following new job description:

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: **Bus Driver/Custodian**

DEPARTMENT/DIVISION: Transportation/Maintenance and Operations

POSITION SUMMARY:

Under general supervision of the Director of Maintenance, Operations, and Transportation, and/or site/department administration, performs bus driving duties and/or maintenance and custodial work in the cleaning of maintenance and school buildings, equipment and facilities.

ESSENTIAL FUNCTIONS:

1. Drives a bus over designated routes in accordance with time schedules.
2. Picks up, transports, and discharges school children; **ensuring visually verify passengers are properly secured using appropriate safety equipment.**
3. Escorts children across streets, stopping traffic when necessary.
4. Transports students and teachers on field trips to various locations, sometimes choosing the best route and making departure and arrival times as scheduled.
5. Fills buses with fuel.
6. Performs a complete daily safety check.
7. Assists in maintaining bus in safe operating condition and advises on repairs needed.
8. Cleans windshields, headlights and may occasionally wash buses, operate mobile radio equipment on buses.
9. Maintains good order among students on buses following District policies regarding the disciplining of children.
10. Drives other equipment such as cars and vans.
11. Assists Director of Transportation in contacts with principals and/or parents regarding student disciplinary problems.
12. Maintains a variety of records as required, including the daily bus report ~~and student transportation records.~~
13. Updates route sheets to include accurate directions and other pertinent instructions.
14. When necessary to fulfill contracted hourly assignment, drivers may be directed to dispatch (operate two-way radio and phones), when necessary operate computer system, assist with related clerical paperwork, greet and screen visitors, distribute keys and related materials, wash district vehicles.
15. Performs cleaning tasks in restrooms, classrooms, offices and outside areas, such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming and shampooing; empties waste containers, moves and rearranges furniture.
16. Performs minor plumbing, water supply lines, sprinkler supply lines and electrical repairs.
17. Performs minor repair of furniture, cabinets, carpet and other equipment.
18. Removes graffiti from various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement.
19. Operates, cleans and maintains scrubbers, vacuum cleaners, carpet extractors and other custodial related equipment and tools.
20. Irrigates landscaped areas.

21. Performs minor grounds maintenance work.
22. Picks up litter from buildings and surrounding grounds and parking lots.
23. Lifts and stores supplies
24. Completes work order paperwork on a daily basis.

ESSENTIAL FUNCTIONS: (continued)

25. Keeps daily attendance records.
26. Reports safety, sanitation and fire hazards and removes objects hazardous to persons and property.
27. Follows proper procedures when handling blood and body fluids as per Blood Borne Pathogens policy.
28. May supervise student workers.
29. Maintains regular and prompt attendance in the workplace.
30. Performs other related duties as required.

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions, read and write at a level sufficient to fulfill the duties to be performed for the position described. Must complete and pass a 40 hour school bus training course, pass a drug test, and pass the commercial driver's license test, which includes knowledge of passenger management and brakes. It is preferred each candidate have entry level experience in the custodial field and two years driving experience, which includes bus or truck operation. Ability to meet the requirements of the State Department of Motor Vehicles and Highway Patrol, possess or obtain a valid Class B Commercial License, California School Bus Driver's License and be insurable. High School diploma preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of safe, defensive and efficient driving practices and techniques.
2. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.
3. Knowledge of Education Code applicable to the operation of vehicles transporting school students; methods, practices and procedures used in required first aid and emergency conditions.
4. Knowledge of the geography of the District.
5. Ability to read and develop a variety of routes, schedules and maps.
6. Ability to plan for, carryout and complete extra-curricular trips including athletic trips.
7. Knowledge of and ability to demonstrate effective methods of student supervision and discipline.
8. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment.
9. Knowledge of plumbing and hardware techniques.
10. Knowledge of safe work practices.
11. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete assignments.
12. Ability to diagnose equipment operating problems and execute required repairs.
13. Ability to use precision measuring equipment.
14. Ability to develop and maintain cooperative working relations with those contacted in the course of work.
15. Ability to keep accurate records of work performed.
16. Must pass required physical examination and drug test.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand, walk, bend, squat, stoop and/or climb for extended periods of time.
3. Right and left foot movements such as operating foot controls for extended periods of time.
4. Reach above shoulder level for extended periods of time.
5. Push/pull up to 50 lbs. for extended periods of time.

6. Push/pull up to 100 lbs. for short periods of time.
7. Lift and carry up to 75 lbs. at waist height for short distances.
8. Repetitive hand/arm movements (grasp/pinch, etc.) for extended periods of time.
9. Speak so that others may understand at normal levels and on the telephone.
10. Hear and understand at normal levels and on the telephone with or without hearing aids.

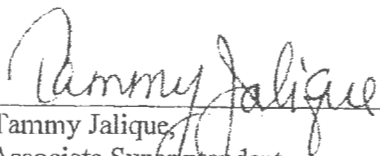
WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors under various weather and temperatures during the course of the required schedule. Employees will also be required to work on uneven ground. Employees will be exposed to noise, dust, fumes, gases and smoke levels depending on assignment being performed. Must wear closed toe shoes and meet uniform requirement. As required, must wear protective devices such as gloves, earplugs, coveralls, safety boots, safety glasses and dust mask. Employees will be exposed to vibrations.

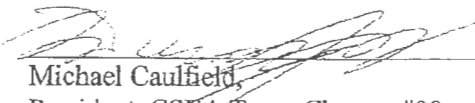
SALARY: Classified Range ~~36~~ 38

ADOPTED: TUSD Board Approved 11/8/05
REVISED:

Agreed to this 23 day of May, 2019 in Tracy California.



Tammy Jalique,
Associate Superintendent
Of Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98

CW 5/23/19

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

May 23, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following new job description:

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Driver /Dispatcher

DEPARTMENT/DIVISION: Transportation Department

POSITION SUMMARY:

Under general supervision of the Director of **Maintenance, Operations, and Transportation, and/or Department Administration**, oversees the daily bus route assignments to ensure adequate coverage of bus routes and field trips. Assists in maintaining bus operator records and safely operates a school bus transporting students to and from school and school-sponsored events. This is a twelve month position with a flexible schedule.

ESSENTIAL FUNCTIONS:

1. Dispatches bus drivers.
2. Performs a wide variety of clerical work including word processing, data entry, filing and maintaining Transportation records.
3. Responds to inquiries via telephone, mail, email, in person and through other formats, and answers questions regarding Transportation issues such as field trip requests, District vehicle requests, vehicle repair procedures and bus pass applications.
4. Operates standard office equipment and maintains records required by local, County, State and Federal agencies.
5. Contacts parents and/or school sites regarding student discipline issues.
6. Maintains records for bus passes including applications and monies due to District.
7. Types and prepares letters, reports, memoranda, bulletins or other material from oral direction, rough draft, or notes.
8. May receive, sort and distribute mail.
9. Facilitates communication between bus drivers in the absence of the Director and the Driver Trainer/Dispatcher using electronic communication devices.
10. Confers with bus drivers regarding route issues.
11. Rides on school buses and District vehicles to check routes and route schedules for the most efficient fleet operation.
12. Makes alternative transportation arrangements when a District vehicle breaks down.
13. Assists in preparing computerized bus routes and assigning drivers to routes and buses; prepares route schedules, maps and location of appropriate bus stops.
14. Confers with principals and parents regarding transportation concerns, bus routes, school boundaries and complaints as necessary.
15. Drives all District owned vehicles, **ensuring visually verify passengers are properly secured using appropriate safety equipment**, and reviews driver Time/Count sheets.
16. Assists in maintaining Transportation Department records.
17. Drives and operates a school bus and District owned vehicles as necessary.

18. Drives a school bus and District owned vehicles over designated routes in accordance with time schedules.
19. Maintains regular and prompt attendance in the workplace.
20. Performs other related duties as required.

EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions. Ability to read, write and speak at a level sufficient to fulfill the duties to be performed for the position described. Must possess a valid Class B California Driver's License, Medical Examiner's Certificate, California Special Driver's Certificate and First Aid Card. High School diploma or equivalency preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.
2. Knowledge of the Education Code applicable to the operation of vehicles transporting school students.
3. Knowledge of methods, practices and procedures used in first aid and emergency conditions.
4. Knowledge of the geography and boundaries of the District.
5. Ability to read and develop a variety of bus routes, schedules, reports and maps.
6. Demonstrates effective methods of student supervision and discipline.
7. Ability to coordinate the work of others within the Department in situations that involve responsibilities and assignments of drivers.
8. Ability to operate a variety of District vehicles safely and efficiently.
9. Ability to effectively supervise students and apply District discipline policies to students on a school bus.
10. Ability to operate a variety of electronic communication devices and dispatch appropriately.
11. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand, walk, bend, squat, stoop and/or climb for extended periods of time.
3. Right and left foot movements such as operating foot controls for extended periods of time.
4. Reach above shoulder level for extended periods of time.
5. Push/pull up to 50 lbs. for extended periods of time
6. Lift and/or support up to 50 lbs. for extended periods of time.
7. Lift and carry up to 50 lbs. at waist height for short periods of time.
8. Repetitive foot and/or hand/arm movements (grasp/pinch, etc.) for extended periods of time.
9. Speak so that others may understand at normal levels and on the telephone.
10. Hear and understand at normal levels and on the telephone with or without hearing aids.

WORK ENVIRONMENT:

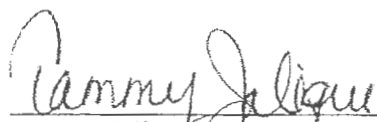
Employees in this position will be required to work indoors and outside under various temperatures and weather conditions. Employees will also be required to work on uneven ground. Employees may be exposed to dust, fumes, gases and smoke. As required, must wear protective devices such as gloves and dust mask. Employees will be exposed to vibrations.

SALARY: **36 38**


Board Approved: 1/14/14

Revised:

Agreed to this 23 day of May, 2019 in Tracy California.



Tammy Jalique,
Associate Superintendent
Of Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98

aw 5/23/19

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

May 23, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following new job description:

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Utility Person III

DEPARTMENT/DIVISION: Transportation/Grounds and Operations

POSITION SUMMARY: Under general supervision of the Director of Maintenance, Operations, and Transportation, and/or site/departement administration, performs a variety of duties in the areas of Transportation, Grounds, Custodial and Security. A Utility Person III may be assigned to bus driving, custodial, grounds keeping or security duty during the work day, providing services in a combination of these assignments. This is a 12 month position.

ESSENTIAL FUNCTIONS:

1. Drives a bus over designated routes in accordance with time schedules.
2. Picks up, **transport** and discharges school children; ~~ensuring~~ **visually verify passengers are properly secured using appropriate safety equipment**, safely escorting ~~them~~ **students** across streets as necessary.
3. Transports students and teachers on field trips to various locations, sometimes choosing the best route to conform to a schedule.
4. Performs a complete daily vehicle safety check, and refuels vehicles and equipment as needed.
5. Assists in maintaining bus and equipment such as vacuum cleaners, scrubbers, carpet extractors
6. and auxiliary mechanical equipment on vehicles in safe operating condition, and advises on repairs as needed.
7. Cleans windshields and headlights, and may occasionally wash buses, clean, and lubricate other equipment.
8. Maintains good order among students on buses following District policies regarding the disciplining of children.
9. Operates other equipment such as cars, vans, forklifts, and lawnmowers.
10. Maintains a variety of records as required, including a daily bus report, ~~student transportation records~~ **and** work orders.
11. Updates route sheets to include accurate directions and other pertinent instructions.
12. Picks up and delivers perishable and non-perishable items such as furniture, equipment and supplies.
13. Performs cleaning tasks in restrooms, classrooms, offices and outside areas such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming and shampooing carpets; empties waste containers.
14. Performs minor plumbing tasks, and makes minor repairs to water supply lines, sprinkler supply lines, electrical systems and equipment such as furniture, cabinets and carpets.
15. Removes graffiti from various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement.
16. Performs general grounds maintenance work including trimming, pruning, edging, application of fertilizers and herbicides, and soil preparation using hand or power tools.
17. Rake, sweep or pick up litter, leaves or trash from buildings, walkways and surrounding grounds and parking lots.
18. Reports safety, sanitation and fire hazards and removes objects hazardous to persons and property.

19. Follows proper procedures when handling blood and body fluids as per Blood Borne Pathogens policy.
20. Irrigates, maintains and improves landscape areas including mowing lawns using hand mower or power mower.
21. Maintains playgrounds and playing fields, and play equipment.
22. Patrols school district buildings, grounds and parking lots, securing or opening doors, windows and gates as needed.
23. Observes and reports hazards or activities which may affect district facilities or employee safety.
24. Checks, monitors and questions students or visitors who appear to be loitering or parking inappropriately.
25. Observes and reports to site/District administration or law enforcement agencies any acts by persons which may contribute to unsafe conditions or possible injury to students or staff.
26. Maintains regular and prompt attendance in the workplace and keeps daily attendance records.
27. Performs other related duties as required.

EDUCATION AND EXPERIENCE: The ability to carry out oral and written directions; read and writes at a level sufficient to fulfill the duties to be performed for the position described. Must complete and pass a 40 hour school bus training course; pass a drug test and pre-employment physical and pass the commercial driver's license test, which includes knowledge of passenger management and brakes. Entry level experience in the custodial field and two years driving experience preferred, including bus or truck operation. Ability to meet the requirements of the State Department of Motor Vehicles and Highway Patrol for School Bus Driver, possess or obtain a valid Class B Commercial License, California School Bus Driver's License and be insurable. High School diploma required.

SKILLS AND QUALIFICATIONS:

1. Knowledge of safe, defensive and efficient driving practices and techniques.
2. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.
3. Knowledge of Education Code applicable to the operation of vehicles transporting school students; methods, practices and procedures used in required first aid and emergency conditions.
4. Knowledge of the geography of the District.
5. Ability to read and develop a variety of routes, schedules and maps.
6. Ability to plan for, carryout and complete extracurricular trips including athletic trips.
7. Knowledge of and ability to demonstrate effective methods of student supervision and discipline.
8. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment including precision measuring equipment.
9. Knowledge of plumbing and hardware techniques.
10. Knowledge of safe work practices.
11. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete assignments.
12. Ability to diagnose equipment operating problems and execute required repairs.
13. Ability to develop and maintain cooperative working relations with those contacted in the course of work.
14. Ability to keep accurate records of work performed.
15. Ability to work without immediate supervision in the field.
16. Must pass required physical examination and drug test.
17. Ability to operate mechanical and power-driven equipment.
18. Knowledge of plant diseases and insects and control methods.
19. Knowledge of approved methods of planting and caring for landscaping.
20. Ability to physically cover the areas of responsibility under varying weather conditions.
21. Knowledge of District policies, rules and regulations.

PHYSICAL REQUIREMENTS: Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for brief periods of time.

4. Exercise, during the performance of his/her duties, the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of students, staff and community members.
5. Run short distances.
6. Enter data into a computer terminal for necessary record keeping and electronic communication.
7. See and read a computer screen and printed matter with or without vision aids.
8. Right and left foot movements such as operating foot controls for extended periods of time.
9. Reach above shoulder level for extended periods of time.
10. Push/pull up to 50 lbs. for extended periods of time
11. Push/pull up to 100 lbs. for short periods of time.
12. Lift and carry up to 75 lbs. at waist height for short periods of time.
13. Repetitive foot and/or hand/arm movements (grasp/pinch, etc.) for extended periods of time.
14. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
15. Hear and understand at normal levels and on the telephone with or without hearing aids.

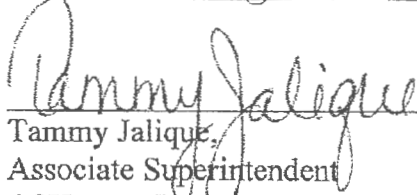
WORK ENVIRONMENT: Employees in this position will be required to work indoors and outdoors under various weather conditions and temperatures during the course of the required schedule, including inclement weather conditions. Employees will also be required to work on uneven ground. Employees will be exposed to noise, dust, fumes, pollen, gases and smoke levels depending on assignment being performed. Must wear closed toe shoes and meet uniform requirement. As required, must wear protective devices such as gloves, earplugs, coveralls, safety boots, safety glasses and dust mask. Employees will be exposed to vibrations.

Salary Range: ~~36~~ 38

Board Approved: 9/28/2010

Revised:

Agreed to this 23 day of May, 2019 in Tracy California.



Tammy Jalique,
Associate Superintendent
Of Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98

aw 5/23/19

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

May 23, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following new job description:

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Bus Driver/Custodian/Groundskeeper

DEPARTMENT/DIVISION: Transportation/Grounds and Operations

POSITION SUMMARY: Under general supervision of the Director of ~~Transportation, Director of Building Maintenance~~ **Maintenance, Operations, and Transportation** and/or Site/Departmental Administrator to perform bus driving duties, grounds keeping and custodial work in the cleaning and maintenance of school buildings, equipment and facilities.

ESSENTIAL FUNCTIONS:

1. Drives a bus over designated routes in accordance with time schedules.
2. Picks up, **transports** and discharges school children; **ensuring visually verify passengers are properly secured using appropriate safety equipment.**
3. Escorts children across streets, stopping traffic when necessary.
4. Transports students and teachers on field trips to various locations, sometimes choosing the best route and making departure and arrival times as scheduled.
5. Performs a complete daily safety check and fills vehicles and equipment with fuel.
6. Assists in maintaining bus in safe operating condition and advises on repairs needed.
7. Cleans windshields, headlights and may occasionally wash buses, operate mobile radio equipment on buses.
8. Maintains good order among students on buses following District policies regarding the disciplining of children. Assists Director of Transportation in contacts with principals and/or parents regarding disciplinary problems.
9. Drives other equipment such as cars, vans, forklift, equipment and lawnmowers.
10. Maintains a variety of records as required, including the daily bus report, ~~student transportation records~~, and work orders.
11. Updates route sheets to include accurate directions and other pertinent instructions.
12. When necessary to fulfill contracted hourly assignment, drivers may be directed to dispatch (operate two-way radio and phones), when necessary operate computer system, assist with related clerical paperwork, greet and screen visitors, distribute keys and related materials, wash district vehicles, deliver mail and packages.
13. Delivers, loads and unloads, moves and rearranges furniture and equipment.
14. Performs cleaning tasks in restrooms, classrooms, offices and outside areas, such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming and shampooing; empties waste containers
15. Performs minor plumbing, water supply lines, sprinkler supply lines and electrical repairs.
16. Performs minor repair of furniture, cabinets, carpet and other equipment.
17. Removes graffiti from various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement.
18. Operates, cleans, services, repairs and maintains scrubbers, vacuum cleaners, carpet extractors and auxiliary mechanical equipment on vehicles and other related equipment and tools.
19. Performs general grounds maintenance work including trimming, pruning, edging and using hand or power tools.

20. Rake, sweep or pick up litter, leaves or trash from buildings, walkways and surrounding grounds and parking lots.
21. Lifts and stores supplies
22. Reports safety, sanitation and fire hazards and removes objects hazardous to persons and property.
23. Follows proper procedures when handling blood and body fluids as per Blood Borne Pathogens policy.
24. May supervise student workers
25. Maintains regular and prompt attendance in the workplace and keeps daily attendance records.
26. Irrigates, maintains and improves landscape areas including mowing lawns using hand mower or power mower.
27. Maintains athletic equipment, playgrounds and fields.
28. Sprays fertilizer and herbicides.
29. Prepares and treats soil for planting.
30. Cleans and lubricates equipment.
31. May be assigned Transportation, Custodial or Grounds duties as needed.
32. Performs other related duties as required.

EDUCATION AND EXPERIENCE: The ability to carry out oral and written directions read and writes at a level sufficient to fulfill the duties to be performed for the position described. Must complete and pass a 40 hour school bus training course; pass a drug test, pass the commercial driver's license test, which includes knowledge of passenger management and brakes. It is preferred each candidate have entry level experience in the custodial field and two years driving experience, which includes bus or truck operation. Ability to meet the requirements of the State Department of Motor Vehicles and Highway Patrol, possess or obtain a valid Class B Commercial License, California School Bus Driver's License and be insurable. High School diploma preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of safe, defensive and efficient driving practices and techniques.
2. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.
3. Knowledge of Education Code applicable to the operation of vehicles transporting school students; methods, practices and procedures used in required first aid and emergency conditions.
4. Knowledge of the geography of the District.
5. Ability to read and develop a variety of routes, schedules and maps.
6. Ability to plan for, carryout and complete extra-curricular trips including athletic trips.
7. Knowledge of and ability to demonstrate effective methods of student supervision and discipline.
8. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment.
9. Knowledge of plumbing and hardware techniques.
10. Knowledge of safe work practices.
11. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete assignments.
12. Ability to diagnose equipment operating problems and execute required repairs.
13. Ability to use precision measuring equipment.
14. Ability to develop and maintain cooperative working relations with those contacted in the course of work.
15. Ability to keep accurate records of work performed.
16. Ability to work without immediate supervision in the field.
17. Must pass required physical examination and drug test.
18. Ability to operate mechanical and power-driven equipment.
19. Knowledge of plant diseases and insects and control methods.
20. Knowledge of approved methods of planting and caring for landscaping.

PHYSICAL REQUIREMENTS: Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand, walk, bend, squat, stoop and/or climb for extended periods of time.
3. Right and left foot movements such as operating foot controls for extended periods of time.
4. Reach above shoulder level for extended periods of time.

5. Push/pull up to 50 lbs. for extended periods of time
6. Push/pull up to 100 lbs. for short periods of time.
7. Lift and carry up to 75 lbs. at waist height for short periods of time.
8. Repetitive foot and/or hand/arm movements (grasp/pinch, etc.) for extended periods of time.
9. Speak so that others may understand at normal levels and on the telephone.
10. Hear and understand at normal levels and on the telephone with or without hearing aids.

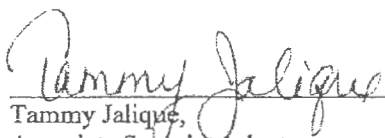
WORK ENVIRONMENT: Employees in this position will be required to work indoors and outdoors under various weather and temperatures during the course of the required schedule. Employees will also be required to work on uneven ground. Employees will be exposed to noise, dust, fumes, pollen, gases and smoke levels depending on assignment being performed. Must wear closed toe shoes and meet uniform requirement. As required, must wear protective devices such as gloves, earplugs, coveralls, safety boots, safety glasses and dust mask. Employees will be exposed to vibrations.

SALARY: Range **36 38**

ADOPTED: 12/12/06

TUSD Board Approved 12/12/06
REVISED:

Agreed to this 23 day of May, 2019 in Tracy California.


 Tammy Jalique,
 Associate Superintendent
 Of Human Resources


 Michael Caulfield,
 President, CSEA Tracy Chapter #98

aw 5/23/19

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

May 23, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following new job description:

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: **Bus Driver**

DEPARTMENT/DIVISION: Transportation

POSITION SUMMARY:

The Bus Driver, under general supervision of the Director of ~~Transportation~~ **Maintenance, Operations, and Transportation and/or Department Administration**, will operate a school bus over designated routes to transport students.

ESSENTIAL FUNCTIONS:

1. Drives a bus over designated routes in accordance with time schedules.
2. Picks up, transports, and discharges school children; **ensuring visually verify passengers are properly secured using appropriate safety equipment.**
3. Escorts children across streets, stopping traffic when necessary.
4. Transports students and teachers on field trips to various locations, sometimes choosing the best route and making departure and arrival times as scheduled.
5. Fills buses with fuel.
6. Performs a complete daily safety check.
7. Assists in maintaining bus in safe operating condition and advises on repairs needed.
8. Cleans windshields, headlights and may occasionally wash buses, operate mobile radio equipment on buses.
9. Maintains good order among students on buses following District policies regarding the disciplining of children.
10. Drives other equipment such as cars and vans.
11. Assists Director in contacts with principals and/or parents regarding disciplinary problems.
12. Maintains a variety of records as required, including the daily bus report ~~student transportation records.~~
13. Updates route sheets to include accurate directions and other pertinent instructions.
14. When necessary to fulfill contracted hourly assignment, drivers may be directed to dispatch (operate two-way radio and phones), when necessary operate computer system, assist with related clerical paperwork, greet and screen visitors, distribute keys and related materials, wash district vehicles.
15. Maintains regular and prompt attendance in the workplace.
16. Performs other related duties as required.

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions, read and write at a level sufficient to fulfill the duties to be performed for the position described. Must complete and pass a 40 hour school bus training course; pass the commercial driver's license test, which includes knowledge of passenger management and brakes. Have two years driving experience, preferably to include bus or truck operation. Ability to meet the

requirements of the State Department of Motor Vehicles and Highway Patrol, possess a valid Class B Commercial License, California School Bus Driver's License and be insurable.

SKILLS AND QUALIFICATIONS:

1. Safe, defensive and efficient driving practices and techniques.
2. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.
3. Knowledge of Education Code applicable to the operation of vehicles transporting school students; methods, practices and procedures used in required first aid and emergency conditions.
4. Knowledge of the geography of the District.
5. Ability to read and develop a variety of routes, schedules and maps.
6. Demonstrates effective methods of student supervision and discipline.
7. Must pass physical examination and drug test.
8. Follow proper procedures when handling blood and body fluids as per Blood Borne Pathogens policy.
9. Ability to develop and maintain cooperative working relations with those contacted in the course of work.
10. Ability to plan for, carryout and complete extra-curricular trips including athletic trips.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for long periods of time.
2. Stand and walk for short periods of time.
3. Bend, squat, stoop and/or climb for short periods of time.
4. Reach above shoulder level, push/pull for short periods of time.
5. Lift and/or support up to 50 pounds for short periods of time.
6. Right and left foot movements such as operating foot controls for extended periods of time.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outside under various temperatures. Employees will also be required to work on uneven ground. Drivers will be exposed to dust, fumes, gases and smoke. Must wear closed toe shoes and meet uniform requirement. As required, must wear protective devices such as gloves and dust mask. Employees will be exposed to vibrations.

SALARY: Range ~~36~~ 38

ADOPTED: HS Board 10/24/78

Elem Board 10/24/78

REVISED: HS Board 6/26/86

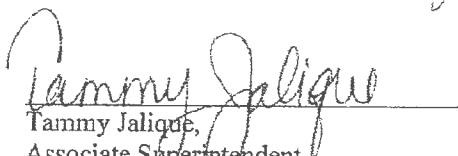
Elem Board 7/15/86


TUSD 12/14/99

TUSD 10/22/02

TUSD

Agreed to this 23 day of May, 2019 in Tracy California.


Tammy Jalique,
Associate Superintendent
Of Human Resources


Michael Caulfield,
President, CSEA Tracy Chapter #98

aw 5/23/19

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

May 23, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following new job description:

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Irrigation Specialist/ Bus Driver/Custodian

DEPARTMENT/DIVISION: Transportation/Grounds and Operations

POSITION SUMMARY: Under general supervision of the Director of ~~Transportation or the Director of Building Maintenance~~ Maintenance, Operations, and Transportation and/or Site and Departmental Administrator to perform bus driving duties, custodial work in the cleaning and maintenance of school buildings, equipment and facilities, routine grounds maintenance and gardening work, including operation of large equipment, rodent and insect eradication, development of uniform turf and garden areas and surfaces, application of soil, soil amendments, fertilizer, and monitoring and maintaining grounds irrigation systems. Employees in this position will take all appropriate steps to maintain district grounds in a uniform, relatively weed-free and healthy condition including monitoring, trouble shooting, ordering supplies, and reporting on status of district facilities and grounds.

ESSENTIAL FUNCTIONS:

1. Drives a bus over designated routes in accordance with time schedules.
2. Picks up, transport, and discharges school children; ~~ensuring~~ visually verify passengers are properly secured using appropriate safety equipment.
3. Escorts children across streets, stopping traffic when necessary.
4. Transports students and teachers on field trips to various locations, sometimes choosing the best route and making departure and arrival times as scheduled.
5. Performs a complete daily safety check and fills vehicles and equipment with fuel.
6. Assists in maintaining bus in safe operating condition and advises on repairs needed.
7. Cleans windshields, headlights and may occasionally wash buses, operate mobile radio equipment on buses.
8. Maintains good order among students on buses following District policies regarding the disciplining of children. Assists Director of Transportation in contacts with principals and/or parents regarding disciplinary problems.
9. Drives other equipment such as cars, vans, forklift, equipment and lawnmowers.
10. Maintains a variety of records as required, including the daily bus report, ~~student transportation records~~ and work orders.
11. Updates route sheets to include accurate directions and other pertinent instructions.
12. When necessary to fulfill contracted hourly assignment, drivers may be directed to dispatch (operate two-way radio and electronic communication devices, when necessary operate computers, assist with related clerical paperwork, greet and screen visitors, distribute keys and related materials, wash district vehicles, deliver mail and packages.
13. Delivers and unloads materials, moves and rearranges furniture and equipment.

14. Performs cleaning tasks in restrooms, classrooms, offices and outside areas, such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming and shampooing; empties waste containers.
15. Performs minor plumbing, water supply lines, sprinkler supply lines and electrical repairs.
16. Performs minor repair of furniture, cabinets, carpet and other equipment.
17. Removes graffiti from various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement.
18. Operates, cleans, services, repairs and maintains scrubbers, vacuum cleaners, carpet extractors and auxiliary mechanical equipment on vehicles and other related equipment and tools.
19. Performs general grounds maintenance work including trimming, pruning, edging and using hand or power tools.
20. Rake, sweep or pick up litter, leaves or trash from buildings, walkways and surrounding grounds and parking lots.
21. Lifts and stores supplies.
22. Reports safety, sanitation and fire hazards and removes objects hazardous to persons and property.
23. Follows proper procedures when handling blood and body fluids as per Blood Borne Pathogens policy.
24. May coordinate the tasks of student workers.
25. Irrigates, maintains and improves landscape areas including mowing lawns using hand mower or power mower.
26. Maintains athletic equipment, playgrounds and fields.
27. May be assigned Transportation, Custodial or Grounds duties as needed.
28. Schedules routine testing, orders repair parts and repairs all district irrigation systems.
29. Monitors and reports on the condition of, and repairs damage to, garden and field areas and irrigation systems.
30. Maintains communications with outside monitoring agencies and operates irrigation systems to ensure water levels, times, and frequencies are properly maintained.
31. Plans and implements programs designed for the beautification of all district landscaped areas, plants, cultivates, waters and sprays ornamental plants, shrubs, hedges, trees, flowers and lawns.
32. Trims hedges and shrubs, prepares and treats soil for planting, spades and fertilizes flower beds and sets out plants.
33. Uses pesticides and herbicides to keep assigned areas free from pests and plant diseases.
34. Properly operates, maintains, lubricates and repairs all tools, equipment, vehicles and irrigation systems in use.
35. Loads and unloads materials and equipment.
36. Operate large equipment including, but not limited to, tractors, back-hoes, trenchers, seeders, top-dressers, etc.
37. Maintains natural and synthetic sports fields and tracks for safe athletic use in accordance with league requirements.
38. Maintains regular and prompt attendance in the workplace and keeps daily attendance records.
39. Performs other related duties as required.

EDUCATION AND EXPERIENCE: The ability to carry out oral and written direction; read and write at a level sufficient to fulfill the duties to be performed for the position described. High School Diploma or equivalent is required. Must complete and pass a 40 hour school bus training course; pass district required physical exam including a drug test, pass the commercial driver's license test, which includes knowledge of passenger management and brakes. Two years of experience in gardening, irrigation, and grounds maintenance work required. Entry level experience in the custodial field and two years driving experience preferred, including bus or truck operation. Ability to meet the requirements of the State Department of Motor Vehicles and Highway Patrol, possess or obtain a valid Class B Commercial License, and California Special School Bus Driver Certificate and be insurable. Must be able to acquire and maintain the appropriate certification required to safely and lawfully apply insecticide, herbicide, rodenticide, and other pesticides on school district property.

SKILLS AND QUALIFICATIONS:

1. Knowledge of safe, defensive and efficient driving practices and techniques.
2. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.

3. Knowledge of Education Code applicable to the operation of vehicles transporting school students; methods, practices and procedures used in required first aid and emergency conditions.
4. Knowledge of the geography of the District.
5. Ability to read and develop a variety of efficient routes, schedules and maps.
6. Ability to plan for, carryout and complete extra-curricular trips including athletic trips.
7. Knowledge of and ability to demonstrate effective methods of student supervision and discipline.
8. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment.
9. Knowledge of plumbing and hardware techniques.
10. Knowledge of safe work practices.
11. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete assignments.
12. Ability to diagnose equipment operating problems and execute required repairs.
13. Ability to use precision measuring equipment.
14. Ability to develop and maintain cooperative working relations with those contacted in the course of work.
15. Ability to keep accurate records of work performed.
16. Ability to work without immediate supervision in the field.
17. Ability to operate mechanical and power-driven equipment.
18. Knowledge of plant diseases and insects and control methods.
19. Knowledge of approved methods of planting and caring for landscaping.
20. Knowledge of methods and practices followed in maintenance of tools, machinery, and equipment.
21. Ability to develop, understand, and follow a work schedule.
22. Ability to plan and properly install irrigation systems.

PHYSICAL REQUIREMENTS: Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand, walk, bend, squat, stoop and/or climb for extended periods of time.
3. Right and left foot movements such as operating foot controls for extended periods of time.
4. Reach above shoulder level for extended periods of time.
5. Push/pull up to 50 lbs. for extended periods of time
6. Push/pull up to 100 lbs. for short periods of time.
7. Lift and carry up to 75 lbs. at waist height for short periods of time.
8. Lift and carry up to 100 lbs. at shoulder level.
9. Repetitive foot and/or hand/arm movements (grasp/pinch, etc.) for extended periods of time.
10. Speak so that others may understand at normal levels and on the telephone.
11. Hear and understand at normal levels and on the telephone with or without hearing aids.
12. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.

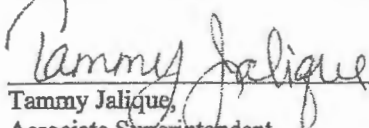
WORK ENVIRONMENT: Employees in this position will be required to work indoors and outdoors under various weather conditions and temperatures during the course of the required schedule. Employees will also be required to work on uneven ground. Employees will be exposed to noise, dust, fumes, pollen, gases and smoke levels depending on assignment being performed. Must wear closed toe shoes and meet uniform requirement. As required by a particular assignment must wear protective devices such as gloves, earplugs, coveralls, safety boots, safety glasses and dust mask. Employees will be exposed to vibrations.

SALARY: Range ~~36~~ 38

Board Approved October 27, 2009

REVISED:

Agreed to this 23 day of May, 2019 in Tracy California.



Tammy Jalique,
Associate Superintendent
Of Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98

aw 5/23/19

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